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The Solicitors' Journal.

LONDON, MARCH 5, 1870.

THE JUDGES' JURISDICTION BILL has passed the House of Lords with but few and unimportant amendments. As it now stands, upon a request from the chief justice of one court to the chief justice of any other court, a judge of the latter court may assist in the former. No objection is to be taken to the jurisdiction of a judge so assisting on the ground that there has been no such previous request. We think it would have been simpler, if this is all that must be done, merely to extend the 1 & 2 Vict. c. 45, s. 1, under which and former Acts the judges sit for each other at chambers, to business in court. The process of a request seems unnecessary, and, by suggesting a formality, may prevent the judges acting on the bill as habitually as they otherwise might. Many of the occasions when the assistance of a judge in another court would be most useful, cannot be foreseen; the case of trials at Nisi Prius to which we referred last week being one. The bill is a purely permissive one in every sense, and does not even, like the Liquor Traffic Bill, permit certain persons to exercise compulsory powers over others. Probably it was thought desirable by the Legislature, though, of course, within these powers, to impose compulsorily on the judges duties in other courts than those in which they hold their offices.

The Legislature, or rather the House of Lords, has been content, and very properly, in our opinion, with giving a hint to the judges of the course they desire them to take. That being so, we think they might have given it more clearly than they have done, and that, under the bill as it stands, there will be no practical alteration in the trial of causes at Nisi Prius. This being a matter of practice, the Legislature might well have adopted the course they have taken in many late Acts of Parliament, of authorising the judges to make rules; and empowered them to make rules for the attendance before any judge of jurymen, parties, and witnesses, and generally rules under which cases at Nisi Prius might be tried more conveniently, expeditiously, and cheaply than at present. The scheme we desire to see carried out, whether under rules or an Act of Parliament, is something of this sort. That during the sittings in term, three judges, and after them six judges, should sit at Nisi Prius regularly until the cases entered for trial at those sittings in all the courts are disposed of. No more than say four causes should be entered in the day's list for any judge, but upon his disposing of those cases he should take cases from the list of any judge who had met with longer cases. Thus there would be every probability of all cases coming on on the first day they appeared on the list. At present the parties and their witnesses and the jurors are fortunate if their case comes on on the second or third day of their attendance, and they may have to wait a week. Of course our numbers are mere suggestions, but it is evident that it is much easier to estimate the number of cases that six judges sitting separately will dispose of in a day, than the number that one will. The short causes in one court will balance the long ones in another, and it is much more unlikely that six judges will each meet with a long case to begin with than that one judge will.

WE PRINT IN ANOTHER COLUMN a report of a case in the Exeter County Court, in which a point of great importance, though not, we think, of any great difficulty, had to be decided. Section 91 of the Bankruptcy Act, 1869, says that "any covenant or contract made by a trader, in consideration of marriage, for the future settlement upon or for his wife or children of any money or property wherein he had not, at the date of his marriage, any estate or interest, whether vested or contingent, in possession or remainder, and not being money or property of or in right of his wife, shall, upon his becoming bankrupt, and before such property or money has been actually transferred or paid pursuant to such contract or covenant, be void against his trustee appointed under the Act." It was sought, but sought in vain, in the case we refer to, to apply this section to a covenant in consideration of marriage entered into long before the Act came into operation. It has long been a settled rule of construction that statutes which affect rights as distinguished from those which affect mere procedure, are not to be construed retrospectively, so as to affect rights already in existence, unless such an intention be clearly expressed; and if there ever was a case falling within the rule, the case we refer to seems to us to do so.

WE PRINTED LAST WEEK a little bill introduced by Mr. Dodds, with the very laudable object of diminishing the trouble and expense attendant on the revesting of mortgaged estates when the mortgage is paid off. The object of the measure, as explained by its introducer, was to render a re-conveyance unnecessary by substituting for it a simple receipt endorsed upon the mortgage-deed.

The 5th section of the Building Societies Act (6 & 7 Will. 4, c. 32) carried out the same principle with regard to mortgages made to building societies, by enacting that a receipt endorsed on the mortgage-deed by the trustees for the time being should of itself vest the estate in the mortgaged premises "in the person or persons for the time being entitled to the equity of redemption."* The bill which we printed last week was an exact adaptation of that section, "the mortgagee, his executors, administrators, and assigns" being substituted for the "trustees for the time being" of the building society. Now, in the simple case in which a mortgage has never been transferred, or gone through any other devolution of title on the mortgagee's part, the reconveyance is already a matter of extreme cheapness and simplicity. To endorse the few lines now necessary in such a case costs scarcely anything more than to endorse the receipt. It is, we presume, the case in which there has been a devolution of mortgagee's title, which may necessitate lengthy recitals, that Mr. Dodds wishes to provide for, and the section borrowed from the Building Societies Act had reference only to the case in which there had been no devolution of title, the mortgagee being the same, though represented by a different set of trustees. All that that section does is to save the expense of reciting all the various appointments of trustees which may have taken place since the mortgage was made. It does not at all follow that the section, *mutatis mutandis*, could be applied to any other case.

The bill, however, which we printed last week has been abandoned, and a new one introduced, which, as it is equally short, we print in another column. The new bill enacts that, whenever "any person competent to give

* In *Pease* v. *Jackson*, 17 W. R. 1, Lord Cairns said that this was an obscure phrase, but that it must mean one of two things:—either that when the mortgagor repays, the estate shall vest in him, or that, whoever pays, the estate shall vest in that person who happens to have the best title to call for the equity of redemption. It did not, his Lordship said, mean simply the next equitable incumbrancer in point of time.

a discharge" for the mortgage money shall acknowledge payment in writing, "thereupon the mortgaged premises shall be held for the same estates on interests, and in the manner and right in all respects as the same would have been held had such mortgage never been made." Giving its framer credit for his good intentions, this provision seems to us as inefficient as its predecessor. It will be of little, if any use, where there has been any devolution of mortgagee's title. A receipt endorsed by a person "competent to give a discharge" for the money will be of no use unless it is accompanied by recitals tracing the title of such person, to say nothing of the fact that, *ex concessis*, the provision could be of no use whatever in those numerous cases in which the difficulty is how to get hold of that person. The only advantage accruing from the enactment would be that the concurrence of the real representative would no longer be necessary in cases of intestacy; on the other hand, it might afford additional facilities for misleading innocent persons in cases in which the mortgage money found its way into wrong hands.

THE NATURALISATION BILL presented to the House of Lords by the Lord Chancellor was read a second time on Thursday night. The bill embodies, to a great extent, the recommendations of the Royal Commission on naturalisation and allegiance which reported last year, and proposes some important alterations in the present law. It is our intention to discuss the bill *in extenso*, but pending our so doing it may be desirable to indicate the nature of the proposed alterations. Firstly, an alien is henceforth to be on the same footing, in the United Kingdom, with respect to property, both real and personal (except ships), as a natural born British subject, except that he is not to be qualified thereby "for any office, or for any municipal, parliamentary, or other franchise." Secondly, the jury *de medietate linguæ* is to be abolished. Thirdly, naturalisation in a foreign state is to convert a British subject into an alien, with a reservation in favour of those who have been so naturalised at the time of the passing of the Act. Fourthly, an alien to whom a certificate of naturalisation is granted shall not, when within the state of which he was previously a subject, be deemed to be a British subject unless he has ceased to be a subject of such state in pursuance of the laws thereof or of any treaty. Fifthly, a certificate of naturalisation is henceforth to entitle to all "political and other rights, powers, and privileges." Sixthly, a natural-born British subject who has become an alien under the Act, may obtain a certificate of re-admission to British nationality on certain conditions. Seventhly, a married woman is to follow the nationality of her husband, and minors, with certain restrictions, the nationality of their father, or mother if the father be dead. Eighthly, the Government to have power to cancel the certificate of naturalisation in certain cases.

It will be seen that the bill proposes to knock on the head the maxim of our law—*nemo protest exuere patriam*—which has been tacitly given up for some time, and the personal abandonment of which will relieve us from a possible collision with the United States on that subject. Thus far the bill is a fulfilment of the protocol signed with Mr. Reverdy Johnson in 1868. The only important objection to the bill urged on the second reading was that a British subject who has become an alien ought not to be allowed to repatriate himself without the consent of the government of the country he had adopted.

WHILE SCHEMES are being broached for negotiating transfers of the existing policies, the "business" in short, of insurance companies now being wound up by the Court, to new companies which are to be formed expressly to take over the business in question, it is worth while to consider whether or not the Companies Act, 1862, authorises any such arrangement to be carried out. Sections 161, 162 prescribe the manner in which such a transfer of business may be made, where the liquidation is "voluntary." But in *Re General Exchange Bank*, 15 W. R. 477, Lord Romilly held, three years ago, that in the case of a "compulsory" winding-up the Court has no power to enforce or carry out such a transfer while a single shareholder dissents. The 95th section, he said, did not contemplate the sale of a company's business as a going concern to another company, who undertook (as in the particular case before him) to pay the old company's debts by instalments. It has been urged that, although the Legislature has prescribed the manner in which a transfer may be carried out in a voluntary winding-up, and has not expressly provided for such a transfer in the case of a compulsory winding-up, it need not necessarily be taken as having, by implication, forbidden the transfer where the winding-up is compulsory. Its silence in the latter case might be attributable simply to its not considering any restriction necessary in the case of a compulsory liquidation, which is more under the immediate control of the Court than a voluntary one. However that may be, we understand that Lord Romilly has, in a very recent case which came before him in chambers, adhered to the principle of his decision in the *General Exchange Bank case*. On the other hand, it is believed that in many cases transfers of business have actually been made by companies under compulsory liquidation, without the liquidation being first converted into a voluntary one (which Lord Romilly said he could not permit unless *all* parties agreed). If the decision in the *General Exchange Bank case* is correct in its interpretation of the law, it will be impossible to effect a transfer in the case of any large insurance concern, as long as one single shareholder is discontented with the terms of the arrangement.

MR. MURPHY, THE PROTESTANT LECTURER, has tried conclusions, in an action for false imprisonment, with the Mayor of Birmingham and the Chief Superintendent of Police. Our readers may require to be reminded of the obscure details of the wrongs of Mr. Murphy, which are, indeed, only worth a reference now from the important principles really involved in the controversy between the municipal authorities and himself. Murphy is by profession "a lecturer in favour of Protestantism," and, on the 14th June, 1869, went in company with "his friend Mr. Smith" to a meeting at Birmingham about the Irish Church. Smith and Murphy both had platform tickets. Smith passed the ticket collector, like any other Smith, without observation; but as the great Murphy advanced to give up his ticket, two superintendents of police seized him by the collar, and told him that the mayor would be glad to see him in the committee-room. Murphy said he should be very pleased to see the mayor, but the invitation seems to have been a *ruse*, for, after all, it turned out that the mayor did not want to see Murphy. Instead of being ushered into the august presence of the chief magistrate, Murphy was "shoved downstairs." When he got to the bottom he had an interview with the chief constable (one of the defendants), who said, "You shan't go to the meeting . . . the mayor (the other defendant) says if you will go home quietly, he will see you escorted safely." But this was the last thing Murphy meant to do. He declared he would not go home, "certainly not"; whereupon he was marched off to the police-station and detained there five hours. At about 12 o'clock at night he was bailed out.

Now, that Murphy had a right of action for this imprisonment is unquestionable; although, to most people who know anything of Birmingham and the feuds between Protestant and Papist which of late years have more than once disgraced the town, the defendants, the ex-mayor and chief constable, will not appear to have been guilty of any very heinous offence. In plain English, what they wanted to do was, at any risk, to prevent a possible riot, which might have been attended by serious consequences. Still, in England there is no power of arbitrarily detaining a man merely because you may suppose

he will be a disturber of the public peace. Accordingly, Baron Cleasby directed the jury at the recent trial, correctly, that the imprisonment was illegal. The amount of damages to which the Protestant hero was entitled was another matter. It was clear he had sustained no actual personal injury beyond a short infringement of his liberty. However, after a long deliberation the jury awarded him forty shillings by way of damages, and the learned judge certified for costs. The general opinion will probably be that the defendants did a right thing in a wrong way, and are therefore not wholly undeserving of pecuniary punishment. The lighter that punishment, the better everyone except the plaintiff would have been pleased. As it is the defendants will have been put to great expense by this action.

THE OPINION OF THE LAW OFFICERS of the Crown on the subject of county court committals does not appear to have had the desired effect, namely, that of producing uniformity in the practice of the courts (*vide ante* 187). Some of the London courts refuse to allow *any* order of committal of last year to be acted on, regardless of the question whether they are "in conformity with the provisions of the Debtors Act, 1869," or not. In other courts these committals are held to be ("if in conformity" &c., which they mostly are) as valid as if made this year. The consequences of this difference of practice were strongly brought out at the Lambeth court on Wednesday last. A plaintiff applied to the judge for advice under the following circumstances. He had obtained an order of committal in December last, and the warrant had been sent to the Bow court for execution. The High Bailiff there had refused to arrest on the ground that the warrant bore date December, 1869, and that he had orders from his court not to execute any such warrant. The plaintiff was therefore in this position:—The registrar of the court refused to issue another judgment summons, because an order of committal was in existence, and would continue so a year from its date. Plaintiff would therefore have to wait nearly a year before he could take any further proceedings, although he believed his claim would be met immediately on the defendant being arrested. The learned judge said he had done all he could in the matter; he had made the order, but he could not compel the officer of another court to execute it, and he declined to advise the plaintiff as to what course he should adopt. It appears from this that the only chance the plaintiff has of getting his money for some ten months to come is to catch his defendant in the Lambeth district, when the bailiff will at once introduce him to the Governor of Horsemonger-lane jail; but, if he stays at Bow, the Queen's writ of *capias* has no terrors whatever for him.

THE CHANCELLOR OF THE EXCHEQUER has introduced a bill which, as we understand, for we have not yet seen the bill, grants an indemnity up to the date of the decision in *Boulton's case* (18 W. R. 351) in respect of all previous leases within the purview of the decision and not stamped with the extra 35s. We were much surprised on reading the report of what took place in the House of Commons on February 25th to find it stated that the Commissioners of Inland Revenue made their discovery four years ago, and had been enforcing it ever since. We cannot, of course, pretend to say when the discovery was made, but as to the period when it was put in practice we are in a better position to offer an opinion, for, although we have made some inquiries, we have not heard of a single instance in which the question had been raised prior to *Boulton's case*, and the cases immediately preceding and which led up to it. We are glad, therefore, to see that the indemnity is to be brought down to the date when the law was laid down by the recent decision.

THE ATTORNEYS AND SOLICITORS REMUNERATION BILL.

The bill which we printed last week has in reality been before the public and the legal profession since last August. A bill in the same words was introduced by Mr. Rathbone towards the close of last session, not with any hope or even any intention of its then becoming law, but with the very laudable purpose of affording to all sides an opportunity of becoming thoroughly acquainted betimes with a measure which it was intended to push forward in the session now in progress. There has, therefore, been ample time for legislators to make themselves acquainted with the measure and its bearings.

Under the present system the rigid tariff which alone the Court can apply remunerates work of every kind, not by the real amount of "work done," but by a measurement which bears no reference whatever either to the responsibility incurred or the skill or labour required. The disadvantages of such a method of computing the payment are obvious. It may very possibly be that by some process of self-adjustment the remuneration thus prescribed is, on the average, sufficiently fair as between the client and the solicitor, though we must not be understood as expressing any opinion that this is so. However that may be, a mode of computation so utterly irrational is highly inconvenient in many ways. So far as it can succeed it succeeds by making one task pay for another; it is unsatisfactory to clients; it places the more scrupulous practitioners at a disadvantage as compared with their less honourable brethren; and it fosters mere verbosity in conveyancing and mere technicality in every department of the law. These evils were well pointed out in an able paper written by Mr. Edwin Field as far back as 1840. Mr. Field's paper was the means of Lord Langdale's placing himself in communication with the Incorporated Law Society upon the subject; and in a communication made to Lord Langdale by a special committee of that society the defects of the present system were again forcibly pointed out in the following terms:—

"The present system of taxation of costs uses length of written documents as the principal, and in many cases the only measure of professional remuneration, making no distinction whether a case has been difficult or otherwise, whether much or little responsibility has been incurred, much credit given and capital advanced, or none, and applying the same unvarying scale of allowance to trifling and unimportant matters. . . . It would be premature now to make any suggestions of detailed alterations in the present scale of taxation; but it appears to us that the best alteration that can be made will be to relax the present rigid rules and in many of the charges to allow the taxing master a discretion to apportion them according to the nature and importance of the business transacted, to the skill and labour bestowed upon it, and to the responsibility attached to it. It may be right for us to mention that of the important changes which have taken place in the taxation of common law costs, those which have been found to answer best are the substitution of discretionary allowances for items which before were fixed."

This rigid and irrational method of computation by fixed scale is the main evil which requires alteration; and the chief practical objection to the rules which forbid a special contract to be entered into for costs, is that they enforce the rigid scale and prevent any resort to a better arrangement. Indeed, as to litigious business, special agreements appear to us to be inappropriate, however convenient they might be found to be in the case of conveyancing.

Lord Westbury's Bill of 1864 proposed to remove the prohibition on making binding agreements for costs, or taking security for future costs, but it did not interfere with the fixed scale; it left the scale untouched, but permitted parties to contract themselves out of it. The present measure, besides legalising agreements and securities, empowers the taxing masters, in language borrowed from 8 & 9 Vict. cc. 119, 124, to have regard not only to the length of documents and the time occupied in

rendering services, but to the "skill, labour, and responsibility employed." The bill, therefore, goes to the root of the matter. The eighth clause of the bill forbids solicitors to contract themselves out of their liability for negligence. We do not know that this is a very important matter, especially if on taxation due regard is had to responsibility, but it may be said, that while legalising contracts in general, it was not worth while to make this exception. If a client and his solicitor think it convenient to agree between them that there shall be no penalty recoverable, we do not know why they should be forbidden to do so. It is provided by section 9 that no action or suit is to be brought on any agreement for professional remuneration, but that the agreement may be enforced on motion or petition by "any person, or the representative of any person, a party to the agreement, or being, or alleged to be, liable to pay, or being, or claiming to be, entitled to be paid, the costs, fees, charges or disbursements, in respect of which the agreement is made." This clause needs a little adjustment in order that it may steer clear of what the 5th clause expressly disclaims—interference with third parties. Take the case of a plaintiff who has made a special contract with his solicitor for the conduct of a chancery suit, and suppose that plaintiff gets a decree with costs. According to clause 9, as it now stands, the defendant, being a party liable to pay the costs in respect of which the agreement was made, might petition to have the agreement enforced. He never would do so in practice, because clause 5 very properly prevents the agreement from having any operation at all as regards him; but it will be just as well that clause 9 should receive the necessary verbal amendment. With respect to the clauses which provide for the avoidance of an agreement, the phrase "undue advantage" is certainly wide, but we think that the framers of the bill have done wisely in thus leaving a broad discretion to the Court. In the clause which provides for the re-opening of an agreement after payment, the phrase "special circumstances" has been borrowed from the "taxation after payment" section of the 6 & 7 Vict. c. 73. This clause provides for the re-opening of agreements on the application of the client who has paid, upon "special circumstances" being shown. It should be made perfectly clear that after payment an agreement may be re-opened by the solicitor as well as by the client. Otherwise, a client who has taken an "undue advantage" has only to pay promptly the stipulated sum, however inadequate, in order to deprive the solicitor of all redress. Clause 9, had it stood by itself, would, we think, have embraced this requisite, but some doubt is introduced by the addition of clause 11, based upon the "taxation after payment" provision in 6 & 7 Vict. c. 73, a provision which, of course, could, in the nature of the case, relate only to applications proceeding from the client's, and not the solicitor's, side.

The provision which empowers solicitors to take security for future costs is just, and in heavy and doubtful cases it will, we think, operate directly in the interests of clients by enabling them to enter into arrangements with reliable advisers upon prudent terms when they must otherwise have gone to mere "speculative" men. It will be found most useful in litigious business, though as to agreements settling merely the amount of remuneration we think them out of place in litigation; nor do we imagine that they will ever become popular. The introduction of the "skill, labour, and responsibility" discretion is the great boon which the measure, if passed, will confer; and, having regard to the bill as a whole, it seems to us very praiseworthy. A good deal has been said in past times upon the merits of an *ad valorem* method of remuneration, and, undoubtedly, where a miscarriage may saddle the solicitor with damages proportionate to the amount involved, it is just that the remuneration should bear some relation to the amount of this liability. Still no *merely ad valorem* scale can possibly be sufficient (in conveyancing it would be simply impossible); the elements to be taken into consideration in assessing the reward are well represented by the three terms—skill, labour, and reponsibility. All three are concerned and none of them can be dismissed.

RECENT DECISIONS.

PRIVY COUNCIL.

CONSTRUCTIVE TOTAL LOSS—FORM AND TIME OF NOTICE OF ABANDONMENT—DUTY OF MASTER—ADVANCE ON FREIGHT.

Currie v. *The Bombay Native Insurance Company*, P.C., 15 W. R. 296.

According to the well-known principle of marine insurance the assured may recover the entire amount insured when there has been either an actual total loss or a constructive total loss. An actual total loss takes place when the thing insured is actually destroyed, as if a ship is burnt or founders at sea. A constructive total loss is where the thing insured is still in existence but is lost to the owners—*i.e.*, where the owners have lost all beneficial interest in it, as where a vessel is captured by an enemy, or has been injured and can be repaired, but only at an expense greater than her value when repaired. In either of these cases the ship is not in fact lost, but yet the owners have lost all benefit from their property in her, and, consequently, are entitled to treat the loss as total, provided they give notice of abandonment—*i.e.*, that they give notice to the insurers that they abandon to them all further interest in the thing insured, and claim the whole of the amount insured.

In *Currie* v. *The Bombay &c. Company* the matter in dispute turned very much on the special facts in the case, but the judgment of the Judicial Committee also decided several points of law on the question of constructive total loss. The court decided first as to the form of a notice of abandonment, overruling *Parmeter* v. *Todhunter* (1 Camp. 541), that it was not necessary to use the technical word "abandon," but that "any equivalent expressions which informed the underwriters that it was the intention of the assured to give up to them the property insured upon the ground of it having been totally lost must always have been sufficient." In *Parmeter* v. *Todhunter*, Lord Ellenborough said, "the abandonment must be express and direct, and I think the word 'abandon' should be used to render it effectual." This case has not been considered as a conclusive authority to the full extent of the decision on this point, but it has hitherto always been referred to and cited in the text-books as if it were a binding authority. It may now be struck out of the list of authorities on this question and *Currie* v. *The Bombay &c. Company*, inserted in its place.

The second point was whether the notice of abandonment had been given in reasonable time. This, of course, is a question of fact which must depend upon all the surrounding circumstances. No precise rule can be laid down. The principle is thus stated in the judgment: "The assured is not to delay his notice when a total loss occurs in order to take his chance of doing better for himself by keeping the subject insured, and then when he finds it will be no more to his advantage to do so throwing the burthen on the underwriters, while on the other hand the underwriters cannot complain of a suspense of judgment fairly exercised on the part of the assured to enable him to determine whether the circumstances are such as to entitle him to abandon."

An assured according to this rule is entitled to a reasonable time to ascertain all the facts concerning the injury to the thing insured, but having once ascertained all the facts he must then decide whether he will abandon it. He is not entitled to wait for the purpose of seeing the consequences of anything further which may occur. If he does so wait he loses his right of abandonment, and can claim only for a partial loss.

Another portion of the judgment deals with the duty

of the master of a vessel. The Court found as a fact that cargo which had been insured could have been at least partially saved if the ship in which it was loaded had been sacrificed to do so. The ship was then a hopeless wreck, and there was, therefore, "no reason for sparing her, and if the cargo could not have been got out without cutting up the decks, their Lordships think that the captain, who is bound, where there is danger of loss of ship and cargo, to act for the benefit of all concerned, ought to have treated the ship as utterly lost and to have regarded only the interests of the owners of the cargo and of the underwriters." As the cargo might have been thus saved it was not lost by the perils insured against but by the omission of the master, and consequently the underwriters were not liable for a total loss of cargo. It is obvious in a case like this, where the owner of a cargo has suffered loss by the acts or omissions of the master, a further question may arise as to the liability of the master and of his employers for the consequences of the master's acts. No such question, however, is touched upon in the judgment.

There was also a further question as to whether certain advances were advances on freight in which the charterer had an insurable interest. It was held that the charterer had an insurable interest on the authority of the *Karnak* (17 W. R. 102, and S. J. *ante* p. 26) where a similar question was decided.

EQUITY.

Vesting Order.

Re Cuming, L.J.G., 18 W. R. 157.

No enactments save more time, trouble, and costs than those which enable the Court of Chancery to make vesting orders, or appoint persons to convey. Under the 11 Geo. 4, and 1 Wm. 4, c. 60, the Court could not make such an order unless the rights of the parties had previously been settled by a decree made in a suit, a requirement which in many cases was unnecessary, and made the aid of the statute no boon to those for whom it was intended. The Trustee Act, 1850 (13 & 14 Vict. c. 60), which repealed the Act above-mentioned, differs from it in that respect, and under the 3rd and 20th sections the Court can make a vesting order, or appoint a person to convey, without a previous decree. Thus in *Re Angelo* (5 D. G. & Sm. 282), where a debtor in India had pledged bank shares with a creditor in England, giving the creditor a written authority to sell, Vice-Chancellor Parker, observing that the Act of 1850 contained no requirement like that in the former Act, considered that he could treat the debtor as a "trustee" for a purchaser to whom the creditor had sold (the interpretation clause extending the word "trust" to implied and constructive trusts), and could, therefore, make an order vesting the shares in such purchaser.

Section 1 of the Trustee Extension Act, 1852 (15 & 16 Vict. c. 55), enacts that wherever a decree shall have been made for sale of any lands, every person interested being a party to the suit shall be deemed a "trustee" within the meaning of the Trustee Act, 1850; and in *Re Carpenter*, Kay, 418, Vice-Chancellor Wood said this section showed that in cases as to land it was intended that the constructive trust should first have been declared by decree of the Court. In *Re Carpenter* the person whose decease had rendered the aid of the Court necessary had *verbally* contracted to sell certain lands, and the petition sought a declaration that his infant heir was a trustee within the meaning of the Trustee Act, and a vesting order, which declaration and order the Vice-Chancellor declined to make. But in *Re Badcock*, 2 W. R. 386, where a testator, after devising land to an executor on trust for sale, himself contracted to sell and then died, Vice-Chancellor Kindersley saw no objection to making an order vesting the right to convey in the executor, who desired to carry the contract into effect. And in cases of a compulsory sale to a railway company, the Court will make a vesting order to complete a contract for sale left unfinished at the death of a vendor (*Re Russell*, 12 Jur. N. S. 524).

It is now ruled that wherever there has been a contract *executed* by a person now deceased, insane, or absent, the Court will make a vesting order without suit. In *Re Carpenter* the contract was *verbal* only. So in *Re Collingwood*, 6 W. R. 536, where a person went abroad after having by deed covenanted to surrender copyholds and in the meantime to stand seised in trust for the covenantee and his heirs, Vice-Chancellor Wood made a vesting order, treating the case as one of an express trust. The present case was also one of copyholds, but there was only a covenant to surrender, and no covenant to stand seised on trust. The covenantor died without having surrendered, and his heir was of unsound mind. Vice-Chancellor Giffard considered that the distinction was between an executed and an unexecuted contract. In the latter case he said a suit was necessary, but in the former the Court could at once pronounce a vesting order. And so, conversely, in a case of *Re Dodd* (L.J.G. Jan. 22, 1870), where a testator devised land to trustees for such purposes as A. should appoint, and A. by will directed that the land should be sold and the proceeds equally divided between B., C., and D., of whom D. was of unsound mind, the trustees of the will of the original testator (who were also those of the will of A.) having, with the approbation of B. and C., entered into a contract for the sale of the land, Lord Justice Giffard said that the contract could only be carried into effect under a decree. Here there was no contract at all, and the Court would require a decree to ensure that the sale was a proper one in the interests of D.

COMMON LAW.

Consideration for Contract—Forbearance to Sue.

Coles v. *Pack*, C.P., 18 W. R. 292.

The point actually decided in this case was that a particular guarantee was a continuing one, and not merely a guarantee for a sum of money due when it was given. As further advances were made, no question arose as to the consideration for the guarantee, such further advances being by themselves a sufficient consideration. If, however, it had been held that the guarantee was not a continuing one, then it would have been necessary to prove some other consideration. The consideration was thus stated in the guarantee:—"I do hereby, in consideration of your forbearing to take immediate steps for the recovery of" a certain sum of money, guarantee, &c. The question might have arisen whether a promise like this to forbear to sue without mentioning any fixed time for such forbearance would be a good consideration. The point was touched upon in argument but was not decided, as, under the circumstances, it became unnecessary to consider it.

The two most important cases on this question of forbearance to sue are *Semple* v. *Pink* (1 Ex. 74) and *Oldershaw* v. *King* (27 L. J. Ex. 120). In *Semple* v. *Pink* the declaration alleged that in consideration that the plaintiff would forbear to sue the maker of a promissory note for a *reasonable time*, the defendant guaranteed, &c. It was held that this declaration was not proved by evidence of a guarantee in consideration of the plaintiff forbearing to sue without the mention of any time for such forbearance. It was argued that a promise to forbear to sue was like a promise to make out a title to land, and that where no time was mentioned the law would imply that a reasonable time was meant, and that the question of reasonableness was one of fact for the jury. Alderson, B, however, said: "Making out a title is an act which necessarily requires some time, but suppose in this case the plaintiff had brought his action the next minute, would that be a forbearance? In a case like the present what definite idea can you attach to forbearance for a reasonable time?" The meaning may depend upon the character of the party, whether he is litigious, or

whether he is mild and somnolent. It will be found that the cases in which the law implies a reasonable time are those in which the particular Act requires some time to do it."

In *Oldershaw* v. *King* this point was again discussed but not decided. There are, however, some important *dicta* in that case which show that the decision in *Semple* v. *Pink* cannot be accepted as settled law. Cockburn, C.J., Erle, Crompton, and Willes, J.J., all expressed an opinion opposed to the principle of *Semple* v. *Pink*.

The real difficulty in this point is that stated by Alderson, B., in *Semple* v. *Pink*, that the question of reasonableness is much more indefinite in this than in almost any other case of the kind. Where a title has to be made out, or goods delivered, or a journey made, the commencement of the inquiry as to the reasonableness of the time must be as to the ordinary time necessary for doing the particular act, and the ordinary time under special circumstances may or may not be reasonable. But in the case of a promise not to sue the only question is as to the surrounding circumstances, and there is as it were no starting point from which to commence the inquiry. Notwithstanding these difficulties the *dicta* in *Oldershaw* v. *King* shows that *Semple* v. *Pink* must now be looked on as a very doubtful authority.

PRINCIPAL AND AGENT—DEL CREDERE COMMISSION—RIGHT TO SUE.

Bramble v. *Spiller*, C. P. 18 W. R. 316.

When a contract is made through an agent the rights of all parties are precisely the same as if the contract had been made directly between the principals, provided that it is known at the time of the contract that the agent is contracting not for himself, but merely as agent for known principals. In these cases the agent is merely the hand by which the contract is completed. When the agent contracts as principal without disclosing the fact that he is an agent, he is liable as principal to the other party, because it would be unreasonable that after a person had entered into a contract as principal he should be able to transfer his liability under it to the real principal of whom the other party to the contract knew nothing, and with whom he might not, perhaps, have wished to contract. The principal is liable when it is discovered that the contract was made for him, but the agent is also liable, and the other contracting party has the option of suing either the agent or the principal at his pleasure. The same result also follows when an agent signs a written contract without specifying that he is agent. Verbal evidence is not admissible to show that the agent did really contract as agent only and for a principal known at the time to the other party.

In *Bramble* v. *Spiller*, it was argued that these rules do not apply to a *del credere* agent in the same way that they apply to an ordinary agent. There was a contract in this case between the defendant and the plaintiffs' principals. The contract was made by the plaintiffs, who acted under a *del credere* commission. The bought and sold notes stated the contract to be between the defendant and the plaintiffs' principals. The plaintiffs sued upon the contract, and contended that as *del credere* agents, they had sufficient interest in it to sue, although it was not made in their names. It was decided, however, that their position, so far as their right to sue was concerned, was the same as that of any other agents, and having been non-suited at the trial, the non-suit was upheld. This decision follows the rule laid down in *Hornby* v. *Lacy* (6 M. & S. 171), that a "*del credere* commission imports that if the vendee does not pay, the factor (the *del credere* agent) will; it is a guarantee from the factor to the principal against any mischief to arise from the vendee's insolvency. But it varies not an iota the rights subsisting between vendor and vendee."

In *Atkyns* v. *Amber* (2 Esp. 493), on facts very similar to those in *Bramble* v. *Spiller*, it was held that the plaintiffs were entitled to a verdict; Eyre, C.J., saying, "It is proved that the plaintiffs had at least a special property in the goods sold; the sale was, therefore, theirs, and I am of opinion that it is not a variance;" that the written contract of sale is expressed to be between the defendant and the plaintiffs' principals. *Atkyns* v. *Amber* is now, however, overruled by *Hornby* v. *Lacy* and other cases which have been followed in *Bramble* v. *Spiller*.

PROBATE.

VERBAL EVIDENCE—CONSTRUCTION OF WILL—"NEPHEW."

Grant v. *Grant*, Prob., 18 W. R. 230.

In order to carry out the provisions of any written instrument, whether deed, simple contract, will, or other document, it is always necessary (as a matter of fact and not of law) to resort to verbal evidence in order to identify the things and persons mentioned in the instrument. No description, however elaborate, can possibly obviate this necessity. To this extent therefore all writings have to be supplemented by verbal evidence. When any particular person or thing is properly and fully described in a document, it cannot, as a general rule (although this is subject to exception), be shown that some other person or thing to whom the description does not in terms apply is the real object of the description. If a description applies equally to any one of two or more objects, verbal evidence is always admissible to show to which the description was in fact intended to apply. These rules govern all writings, wills as well as other documents. In *Grant* v. *Grant* these rules had to be applied by the Court of Probate in the case of a will which left a legacy to, and appointed as executor, "my nephew Joseph Grant." At the testator's death there were two Joseph Grants. One was the son of a brother of the testator, and the other a nephew of the testator's wife. There was ample evidence to show beyond doubt that in fact the testator meant by the words "my nephew" his wife's nephew. The question was whether this evidence was admissible. It was argued against its admission that "nephew" has a known and well-ascertained meaning, and that although it might be used so as to include a wife's nephew, still that its primary signification was the son of a brother or sister, that there was nothing in the will to show that the testator did not use the word in its primary meaning, and the word in this sense applied accurately to Joseph the testator's nephew.

Lord Penzance, however, admitted the evidence, and therefore declared that the wife's nephew was the person designated by the words "my nephew." The evidence was admitted on the principle that such evidence is always admissible to show that a particular word has a popular and unusual meaning in particular localities or trades, and that such evidence ought also to be admitted when a word has a popular as distinguished from its strict legal or etymological meaning throughout the whole country. Lord Penzance says, "It may be that the word 'nephew,' when used as the sole description of a class who are to take a benefit under a will must be construed to include only sons of brothers or sisters of the testator . . . but this does not appear to me to preclude a wider signification being attached to the word when used as an additional description of a person specified by name, to whom the word is in an ordinary and popular sense applicable."

It was clear that this evidence must have been admitted if the description had only been by name, "Joseph Grant," and the decision is that the addition of the further description of "nephew," which in one sense was, and in another was not, erroneous, did not prevent such admission. The principle of the decision shows that it would be more correct to say that words in wills and other documents are to be construed in their "ordinary" than in their "primary" signification. The primary meaning of a word may be very different from that in which it is ordinarily used.

REVIEWS.

Thom's Irish Almanac and Official Directory of the United Kingdom and Ireland for the year 1870. *Comprising Foreign and Colonial Directory, British Directory, Parliamentary Directory, Peerage, Baronetage and Knightage Directory, Naval and Military Directory Statistics of Great Britain and Ireland, Government Offices Directory, University, Scientific and Medical Directory, Law Directory, Ecclesiastical Directory, Banking Directory, County and Borough Directory, Post Office, Dublin County and City Directory.* Dublin: Thom. London: Longmans. Edinburgh: Black.

When we have quoted the comprehensive title of this Directory, and stated that each department is presented accurately, exhaustively, and with a handy arrangement, we have said enough to recommend it. On all the principal subjects of finance, commerce, the legislature and executive, public offices, banks, companies, the colonies, foreign countries, the army and navy, &c., &c., the information here supplied comprehends England equally with Ireland—the United Kingdom in fact. The Directory also contains a quantity of special Irish information. It is a very useful and reliable work for reference.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

Feb. 25.—*Re Fitch.*

Bankruptcy Act, 1869, *s.* 125—*Rule* 260—*Injunction to restrain proceedings—Receiver.*

Brough applied under this petition for liquidation by arrangement or composition, for the appointment of a receiver, and also for an interim injunction restraining a creditor at whose suit an execution had been levied upon the debtor's effects, from proceeding to a sale.

The affidavit filed in support of the application showed that the debtor, who was a furniture dealer, filed his petition, under section 125 of the Bankruptcy Act, 1869, on the 23rd inst. The sheriff had previously (on the 16th inst.) levied an execution upon the debtor's effects for a sum of £39 balance of judgment debt and costs due to a creditor named Crossley. The stock-in-trade was valued at £200, and the debtor swore that, if the sheriff sold, it would not, in all probability, realise more than £100; and that it would conduce to the interest of the general body of the creditors that the particular creditor should be restrained from proceeding to a sale, and that a receiver should be appointed.

The CHIEF JUDGE.—Have you an affidavit of fitness in regard to the receiver sought to be appointed?

Brough.—No, but he has been nominated by five of the creditors, and the necessary affidavit can be produced at once.

The CHIEF JUDGE said that, upon an affidavit of fitness being filed, the receiver nominated would be appointed, and an interim injunction would be granted restraining the execution creditor from taking further proceedings.

Solicitor, *Morris.*

Re Jones.

Bankruptcy Act, 1869, *ss.* 6 & 125—*Declaration of Insolvency—Petition for adjudication—Practice.*

In this case, which involved an important point of practice, a petition had been filed by the debtor under the 125th section of the Bankruptcy Act, 1869; and, at a meeting of creditors duly held for the purposes mentioned in the statute, the creditors resolved that the affairs of the debtor should be liquidated in bankruptcy. Afterwards a petition for adjudication was presented by a creditor under section 6 of the Bankruptcy Act, 1869, wherein the grounds upon which the adjudication was sought were set forth, and, in particular, the declaration of insolvency signed by the debtor on the filing of his petition under the 125th section. Upon the petition coming before the registrar he declined to receive it, by reason, as was understood, of the declaration of insolvency not being in the form prescribed by the 4th sub-division of section 6; and the matter was now mentioned to the court.

Mr. Rooks, solicitor for the petitioning creditor, submitted that the grounds upon which the adjudication was sought were sufficiently set forth in the petition, and that the registrar was bound to receive it.

Sargood, Serjt., said that in the performance of his duty the Chief Registrar had felt bound to decline the petition unless the Act ordered him to accept it. He submitted that a clear distinction existed between the declaration of insolvency in the form prescribed by section 6, and the admission by the debtor on the face of the petition under section 125; for the latter was not in fact a declaration of insolvency, and the presentation of a petition for liquidation did not constitute an act of bankruptcy. The creditors moreover had no statutory right to pass a fancy resolution of their own, and if the filing a petition under section 125 constituted an act of bankruptcy, any dissatisfied creditor might file a petition within six months and enormous difficulties would arise. He referred to the 1st and 106th forms given in the rules and to the 12th sub-division of the 125th section.

The CHIEF JUDGE said the petition in this case had not been prepared without the matter having been duly considered. The 6th section enumerated certain acts of bankruptcy, but the Court had power on other grounds to adjudicate. In this case a petition had been duly presented for a liquidation, and the creditors had rejected it at the meeting, in which case the rules clearly and distinctly provided that the Court had power to adjudge the debtor a bankrupt. [His Lordship read the 266th and 267th rules.] The Act of Parliament and the rules must be read together. The adjudication could only properly be made by means of a petition, and the Court should be apprised of the steps which had taken place under the liquidation by the allegations in that petition. Although the declaration of the insolvency was not in the form prescribed by section 6, it was clearly an act of bankruptcy upon which an adjudication could be founded; and his Lordship thought the petition was in proper form, though, if the grounds upon which the creditor desired to adjudicate had not been sufficiently stated, it would have been different. The order would be therefore that the petition be filed, and that the proceedings go on in the manner directed by the rules. His Lordship did not find any fault with the Chief Registrar in bringing the motion before him; that officer had certain duties to fulfil, and it was right that he should be jealous as to the mode in which they were performed.

Solicitors, *Rooks & Co.; Aldridge & Co.*

Feb. 26.—*Anonymous.*

Bankruptcy Act, 1869, *rule* 49—*Commission to examine witnesses—Practice.*

R. Griffiths applied, under the 49th of the new rules, for a commission to examine two witnesses, one resident in Dorsetshire and the other in Shropshire. A petition for adjudication in bankruptcy had been filed against a debtor, and it was necessary that the witnesses should be examined. The affidavit in support of the application showed that the witnesses were unable, through infirmity, to attend the court in London.

The CHIEF JUDGE said that the application was quite reasonable under the circumstances, and a request would be made to the county court judge to take the evidence. His Lordship hoped that care would be taken in drawing up the necessary forms, regard being had to former precedents.

Solicitors, *Benn, Davis, & Co.*

Feb. 28.—*Re Fox.*

Bankruptcy Act 1869, *rule* 260.

Mr. Scaife, solicitor, applied for an interim injunction to restrain a person named Kent from proceeding further in an action brought against the debtor, and in which he would soon be in a position to sign judgment.

It appeared that on the 25th ult., the debtor filed a petition for liquidation by an arrangement on composition under section 125 of the Bankruptcy Act, 1869. An action had been brought by Kent under the Bills of Exchange Act, and the debtor alleged that it was desirable that his property should be protected until after the appointment of a trustee.

The CHIEF JUDGE said that a receiver must be appointed before any order for an injunction could be made.

Mr. Scaife said he was not aware that the appointment of a receiver was indispensable.

The CHIEF JUDGE said it was so, otherwise the property would be left in the sole disposition and control of the debtor, and he might get rid of it before the appointment of a trustee. Some proper person must be named as receiver, and the registrar must be satisfied as to his fitness; there was not generally much difficulty as to the appointment of a receiver.

March 2.—*Re Fitch.*

Bankruptcy Act, 1869, *rule* 260.

Brough applied for and obtained an order under rule 260 restraining an execution creditor and the sheriff from proceeding to a sale of the effects of the debtor, a furniture dealer. The application was opposed on behalf of the execution creditor, but—

The CHIEF JUDGE said that, a receiver having been appointed, it was only right that an order should be granted, so that one creditor might not obtain a preference over the rest.

Solicitor, *W. G. Morris.*

COUNTY COURTS.

EXETER.

(Before the Registrar, Mr. R. R. M. DAW).

Feb. 18.—*Re Risdon.*

Bankruptcy Act, 1869, section 91—*Held, not to be retrospective.*

First meeting of creditors.

Mr. Hirtzel and Mr. Payne (of Tiverton) for the estate, and Mr. Floud for creditors.

On the proofs being tendered, Mr. Hirtzel tendered a proof on behalf of the trustees under a marriage settlement.

Mr. Floud objected to this proof on the ground that under the 91st section of the present act the trustees could not prove.

The facts were as follows:—The bankrupt married in October, 1862, and by a settlement made previous to marriage, and in consideration of the fortune he would have with his intended wife, he agreed to settle £1,000 upon her, to be secured by a bond given to the trustees. The bankrupt, Thomas Risdon, was to retain the £1,000 as long as the wife should consent thereto, and until she should give a written notice to the trustees requiring them to call in the money. The proceeds of the property were to be paid to Thomas Risdon. At the date of the settlement certain freehold ground rents belonging to the wife were transferred to the husband, and have since been sold by him for £400. On the 25th January last the trustees served Thomas Risdon with a notice to pay over the £1,000 on the bond; on 2nd February Thomas Risdon was declared bankrupt. The question was now whether the trustees under the settlement can vote in the choice of a trustee under the bankruptcy. There was no doubt they could do so under the old Bankruptcy Act, but the 91st section of the Act of 1869 declared that any covenant or contract made by a trader for the future settlement of money upon his wife or children should be void as against a trustee under a bankruptcy, and the question therefore arose whether that section included settlements made before the 1st of January, 1870.

The REGISTRAR decided (and this opinion was supported by Mr. Serjt. Petersdorff) that the point involved was one of general application, not depending upon special facts, but upon the broad question whether the Bankruptcy Act of 1869 was to be construed as having a retrospective operation. The rule of law as to the interpretation of statutes was clear and indisputable—that in the absence of expressive and unambiguous words legislative enactments could not affect contracts or transactions valid at the time they took place. The law then existing must be the test of the validity—(see Petersdorff's Abridgement, 6, p. 485). Even if there had been any equivocal words in the Bankruptcy Act, all doubt would be dispelled by the comprehensive provision in 32 & 33 Vict. c. 83, s. 20, that none of the rights or liabilities created under the prior Acts should be affected or rendered invalid by the repeal of the Act of 1861, or affect any past operations. Section 91 of the Bankruptcy Act, 1869, did not therefore include settlements made before the 1st January, 1870, but only those made after that date. The trustees therefore were legal creditors, and entitled to prove.

The case had been submitted to Mr. De Gex, Q.C., who said he was of opinion that where an enactment took away rights it was not to be construed as retrospective, unless there were express words to that effect (*vide Moon* v. *Durden*, 2 Ex. 28, *Kimbray* v. *Draper*, L. R. 3 Q. B. 161, 16 W. R. 539). He did not find any words in the 91st section or elsewhere in the Act making that section retrospective. He was of opinion that it was not so, and did not affect settlements made before the passing of the Act.

The REGISTRAR therefore decided to admit the proof.

APPOINTMENTS.

MR. LEWIS PRICE DELVES BROUGHTON, barrister-at-law, has been appointed Registrar of the Archdeaconry of Calcutta, from the 1st January. Mr. Broughton was called to the bar at Lincoln's-inn in April, 1860, and soon after commenced practice in the High Court of Calcutta. He was afterwards appointed Recorder of Rangoon, in British Burmah, but resigned that office last year, when Mr. Francis Housman was nominated to succeed him.

Mr. FREDERICK DUNDAS CHAUNTRELL, solicitor, of Bombay, has been appointed Government Solicitor at Calcutta. This gentleman is better known as Mr. Faithfull, having only assumed the name of Chauntrell within the last three years. He is a son of the Rev. Ferdinand Faithfull, rector of Headley, in Surrey, and a brother of Miss Emily Faithfull, well-known for her establishment of the Victoria Press for the employment of women as printers. Mr. Faithfull proceeded to Bombay about fifteen years ago, and became a partner with Mr. Charles Pollock, who held the office of Clerk of the Crown at Bombay. After practising as an attorney for some years, he was appointed a judge of the Small Cause Court at Belgaum, being afterwards transferred to Ahmednuggur, and then to Bombay. On the arrival of Sir Charles Jackson as President of the Commission sent out to inquire into the circumstances attending the failure of the Bank of Bombay, Mr. Faithfull (who had then changed his name) was selected to be secretary of the Commission, and came to England in this capacity, the Commission being engaged for some months at the India Office in examining witnesses in England. This, of course, brought him into notice at the India Office, and doubtless led to his selection to fill the post of Government Solicitor at Calcutta.

Mr. JOHN MARRIOTT DAVENPORT, solicitor, of Oxford, has been appointed Under-sheriff of Oxfordshire for the present year. Mr. Davenport was certificated in Michaelmas Term, 1830, and fills the offices of clerk of the peace for the county, district registrar of the Court of Probate, and deputy-registrar of the diocese of Oxford. He has served as Under-sheriff for many years past.

Mr. ACTON TINDAL, solicitor, of Aylesbury, has been appointed Under-sheriff of the county of Bucks, for the current year. Mr. Tindal, who was certificated in Trinity Term, 1834, is also Clerk of the Peace for the county, registrar of the Court of the Archdeacon and Commissary of Buckingham, and Clerk to the Magistrates for the Three Hundreds of Aylesbury.

Mr. CHARLES WILLIAM POTTS, of Chester, has been appointed Under-sheriff of Cheshire for the present year. Mr. Potts was certificated in Michaelmas Term, 1837, and is Clerk of the Peace for Cheshire.

Mr. HENRY MOUNTRICH JAMES, solicitor, of Exeter, has been appointed Under-sheriff of Devonshire for the present year. Mr. James was certificated in Easter Term, 1848.

Mr. SILAS GEORGE SAUL, solicitor, of Carlisle, has been appointed Under-sheriff of Cumberland for the present year. Mr. Saul was certificated in Hilary Term, 1859.

Mr. THOMAS MORGAN GEPP, solicitor, of Chelmsford, has been appointed Under-sheriff of the county of Essex for the present year. Mr. Gepp was certificated in Hilary Term, 1830, and holds numerous local offices at Chelmsford.

Mr. HENRY CHILD BEDDOE, attorney, of Hereford, has been appointed Under-sheriff of the county for the current year. Mr. Beddoe is certificate as an attorney was issued in Hilary Term, 1847, and he is solicitor and steward to the Bishop of Hereford.

Mr. THOMAS JAMES HOOPER, solicitor, of Biggleswade, has been appointed Under-Sheriff of Bedfordshire for the present year. Mr. Hooper was certificated in Trinity Term, 1855, and is Registrar of the Biggleswade County Court.

Mr. WILLIAM FRANK BLANDY, solicitor, of Reading, has

been appointed Under-Sheriff of Berkshire for the present year. Mr. Blandy was certificated in Michaelmas Term, 1851.

Mr. FREDERICK TUCKER ASTON, of Commercial Sale Rooms, Mincing-lane, has been appointed a London Commissioner for Administering Oaths in Common Law, and a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Middlesex, also in and for the City of London, and the city and liberties of Westminster, and also in and for the county of Surrey.

Mr. ROLAND TAYLOR, of Bolton-le-Moors, Lancaster, has been appointed a Commissioner to Administer Oaths in Chancery.

Mr. DAVID WOOLF, of King-street, Cheapside, has been appointed a London Commissioner for Administering Oaths in Common Law.

Mr. GEORGE HENRY HOLT, of Horbury, York, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the West Riding of the county of York.

Mr. ARTHUR WELLS, of Nottingham, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the town and county of the town of Nottingham, also in and for the county of Nottingham.

GENERAL CORRESPONDENCE.

APPEALS FROM THE COUNTY COURTS.

Sir,—In their 23rd query the Judicature Commissioners ask, "to what cause should the small number of appeals from the county courts be attributed?" and I wish I could honestly answer that question in the complacent language of one of my learned brethren, who does not hesitate to attribute it "to the fact, that, as an all but universal rule, the decisions are satisfactory." For my own part at least I feel that this testimony—to use the mildest phrase—is a *little* too favourable, and I certainly ascribe the paucity of appeals to very different causes from that on which the judge, whose sentiments I have just quoted, seems exclusively to rely. To my mind it arises in great measure from the absence of technical pleading, and from the infrequency of trial by jury. Where pleadings—as in the county courts—are perfectly simple, and are moreover open to almost any extent of amendment, questions of law can scarcely be raised upon *them*; and when jurors are not summoned, there can be no misdirection, and but little opportunity for any serious dispute respecting the admission or rejection of evidence. Again, when a judge is not fettered by the presence of a jury, he can always, in the event of a legal difficulty springing up, adjourn the cause so as to enable him to look carefully into the authorities before he pronounces judgment; and this, of course, gives him a great advantage over any other judge—however superior as a lawyer the latter may be—who is required off-hand to unravel a knotty point of law. A judge, too, who has to decide both law and fact can often, if he feels himself *weak*, avoid any hazard of an appeal by acting on the shrewd advice of Lord Mansfield to the youthful justice of the peace—"Give the best decision you can, but spare your reasons. The decision will probably be right. The reasons are sure to be wrong." Self-confident judges may spurn this prudent counsel, and like to "air their law" whenever they have the chance; but even these gentlemen run far less risk of an appeal than might be expected; for, as a blot is not a blot till it is hit, their errors, if they commit any, may readily escape detection, the ignorance of the judge being protected by the greater ignorance of his audience. Two other causes may be mentioned, each of which has a powerful effect in keeping down the number of appeals. The one is, that in a large majority of county court plaints no dispute in point of law can by any contrivance arise, the only questions being whether a debt is due, what is its amount, and how it can be paid. The other is, that the matter in issue involves generally so small an amount as to hold out little inducement for protracted litigation. A suitor may be grievously dissatisfied with the result of a trial in a county court, and may even feel tolerably certain that the decision is wrong; but still, his first experience of the uncertainty of the law will not encourage him to try his luck again, and a night's reflection will tame his litigious ardour, and "make him rather bear the ills he has than fly to others that he knows not of."

Taking all these causes into consideration, and ascribing to each its fair weight, the almost invariable *finality* of county court judgments ought not to be a matter of surprise, and one is quite prepared for the statement that, last year, out of 11,194 common law plaints for sums exceeding £20, there were but sixteen appeals, while only six appeals resulted from 679 equity suits. I have not here taken into account the 964,146 plaints which were entered for sums not exceeding £20; because, although the Act of 1867 has, for the first time, allowed an appeal in such actions "with the leave of the judge," I believe that that enactment is wholly inoperative, partly, in consequence of the suitors being generally ignorant of its existence, but principally, for the good reason that no provision has yet been made for recovering the costs of such procedure. To decide against a man, and then calmly tell him that, if he chooses to give security for his opponent's costs, he may, at his own expense, prosecute an appeal from the decision, seems to me to savour of mockery; yet this is the measure of justice which has been meted out by the learned draftsmen who have framed "the scale of costs" under section 15 of 30 & 31 Vict. c. 142. When the Commissioners therefore ask, as they do in their 23rd query, "whether the presnt system of appeal is efficient," I have no hesitation in saying that, so far as the Act of 1867 is concerned, it is the very reverse, and that no time should be lost in carrying out the intention of the Legislature as expressed in sections 13 and 15 of that statute.

Nor is this all; for whether we regard the conflicting enactments and rules which have been promulgated with respect to appeals as they relate to common law, equity, or admiralty proceedings, or examine the different "scales of costs on appeal" which have been sanctioned by authority, we are lost in astonishment at the strange inconsistencies which meet us in all directions. The limited space of a letter will only allow me to deal with these matters "by sample," but the instances I shall give will, I trust, be sufficient to indicate what may be discovered on a careful inspection of "the bulk." And, first, as to the right of appeal. This, at common law, unless with the special sanction of the judge, is limited to cases where the sum in dispute exceeds £20, while in admiralty causes the limit is fixed at £50, and in equity no limit whatever is recognised. Then the notice of appeal must, at common law, be given within ten days after the trial, but in equity thirty days are allowed, while in admiralty proceedings notice is not required at all, but the actual "instrument of appeal" must be lodged in the Registry of the Court of Admiralty within ten days from the date of the decree or order. Again, the appellant must in all cases give security for costs, but in equity the amount is fixed at £10; at common law it is such a sum as the registrar shall approve; and in maritime suits the security that will suffice is left quite uncertain. Then, at common law, the appellant may exercise the very questionable right of selecting his own court of appeal, while in equity the appeal must be heard before the particular vice-chancellor appointed for that purpose. Moreover, different rules prevail with respect to the time of presenting the case, the necessity for the judge signing it whether he approves of it or not, the mode of transmitting it to the court of appeal, and, indeed, with respect to every stage of the proceeding. Such are some of the anomalies which will at once be apparent if we compare on the one hand the Act of 13 & 14 Vict. c. 61, ss. 14, 15, and the common

law rules of 1867 numbered from 186 to 197, and on the other the Acts of 28 & 29 Vict. c. 99, s. 18, and 31 & 32 Vict. c. 71, ss. 26—31, together with Order xix, of 1867.

An examination of the different "scales of costs on appeal," will be equally unsatisfactory; for not only do they differ substantially from each other, as they respectively apply to equity and common law, but they are in themselves essentially absurd. Let us just imagine rules which, in a simple matter of appeal give, at common law ten, and, in equity, eight separate stages at which costs may be demanded by the appellant's attorney, and this too, when the whole amount which he can receive ranges from two and a-half to three and a-half guineas. Let us further imagine rules which, being thus minute in defining and sub-dividing the appellant's costs, are wholly oblivious of any charges to which the respondent may be entitled. If we bear all this in mind we can form a tolerable estimate with respect to the inefficiency of our present system of appeal, and that without at all calling in aid the somewhat crude suggestions contained in the eight questions of the Judicature Commissioners, which immediately follow the twenty-third. Without citing those questions at length, I may be permitted to state emphatically, that I utterly disapprove of any appeal on matters of fact, or on interlocutory proceedings, and that, in my judgment, any attempt to substitute the judge's notes for the special case, or to empower the judge to reserve questions for the opinion of a superior court, would be extremely mischievous. I am anxious that the practice relating to appeals should be made sensible, and uniform, and efficient, but I am not anxious that too great facilities should be afforded for appealing. The old maxim, "Interest reipublicæ ut sit finis litium," may be bad Latin, but it is excellent sense.

A METROPOLITAN COUNTY COURT JUDGE.

COUNTY COURTS.

Sir,—I beg to give your readers the following statement of facts:—

In December last some clients of mine issued a plaint under section 2 of the County Courts Act, 1867, for a debt of £17, the fee on which was £1 2s. The defendants were a company. No. 58 of County Court Rules points out the method in which service is to be effected. The summons is to be delivered to a secretary of the company at the registered office of the company.

The summons was sent to the bailiff of a foreign county court for service, and an affidavit was sent up that he had *duly served the summons by delivering the same to the defendants' manager, Mr. ——, personally.*

The registrar sent a notice to the plaintiffs in pursuance of the Act, stating that the defendants *had been served*, and had not given notice of their intention to defend.

On the return day the plaintiffs sent to the court and asked if they were entitled to judgment and execution. They were told "Yes; the further fees will be £2 12s." The fees were paid, and the execution was levied in the country, and at once paid out, and the money paid into court. The defendants then applied that the judgment might be set aside and a new trial had, on the ground that the defendants knew nothing of the matter until the execution was levied. Three days' notice of the application was given. On receipt of the notice from my clients I went to the office of the county court, and pointed out that the Rules required *seven* days' notice, but was told that if I did not attend the application would be granted, that being the *practice*.

On the making of the application I attended the Court and asked for an adjournment, that I might make inquiries in the country, and I pointed out to the judge the rule under which I was entitled to seven days' notice. His reply was, "I will adjourn it at your expense." The application was then proceeded with, and the defendants produced evidence clearly showing that the defendants were never served at all, and that the person alleged in the affidavit of service to be their manager was not their manager. It was also stated that the bailiff, instead of serving the summons at the office of the company, had given it to the person he chose to call the manager in the office of the county court. Upon that evidence the judge set the judgment aside, ordered the money paid into court to be paid out to the defendants, and ordered plaintiffs to pay the costs of the application, which were over £6, stating in reply to my remonstrance that the judgment was entirely the act of the Court—"You have proceeded on an insufficient affidavit, and must take the consequences."

I subsequently applied to the judge under the County Court Rules for an order directing the bailiff to pay the plaintiffs the costs they had incurred through his default—viz., the £2 12s. and the £6 odd.

The judge, on my showing him the Rules giving him the authority, declined to make the order, saying "You have improperly obtained a judgment, and now you ask me to make an order on this man in his absence. Such a rule ought never to have been made, and it shows great want of caution on the framers of the Rules."

Such, Sir, is a plain statement of the facts of this case.

The plaintiffs are obliged by the law to rely on officials. The officials are well paid and practically irresponsible, for it is not worth while to sue one official in the court of another, and throw good money after bad. The out-of-pocket costs of obtaining a judgment and execution in the superior courts are about £1, and the plaintiffs have the advantage of legal assistance, and have their remedy against their attorneys for negligence. The attorney would search for appearance or the defendant must give notice of it, and there could not be such a miscarriage as that I have described.

It seems, therefore, to my humble judgment that county court law is three times as expensive as and much worse than any other.

I may mention that the costs allowed to me as against the defendants, supposing the proceedings to have been successful, would have been 11s. 8d. But, irrespective of the question of costs, surely something ought to be done to enable the suitors to look after their own business, or employ some one whom *they* can trust to attend to it for them.

A SOLICITOR WHO HAS PRACTISED IN THE COUNTY COURT FOR THE LAST TIME.

ASSURANCE COMPANIES AND THEIR AMALGAMATIONS.

Sir,—In answer to the observations of "A Barrister" contained in your number of the 5th February I submit the following remarks:—

Your correspondent seems to think that he has discovered a technical point, by which shareholders of amalgamated companies may get released from their engagements with their policyholders, and throw upon them the loss occasioned by the insolvency of the liquidator selected by themselves, without consulting their policyholders. I think, however, it is clear, from the reasons given in the able judgments of the Lord Chancellor, the Lord Justice Giffard, and the Vice-Chancellor James, in the matter of the Family Endowment Society, that they will not succed in this, for, although these judgments only refer to the case of an annuitant who had received money from the amalgamating company, it is quite plain to any legal mind that the reasons equally apply to the policyholders who have paid premiums to that company in respect of the policies of the Family Endowment Society where no new contract has been entered into, and that the mere payment of the premium to the amalgamating company by the direction of the amalgamated company, cannot be treated as an acceptance of the security of one company in lieu of that of the other. The Lord Chancellor observed "that which is to be proved is that a creditor having an instrument upon which he can rely as creating a right of suit against all the assets of the society with which he deals, including all the unpaid calls for which the proprietors are liable, has abandoned that definite claim for a claim upon the assets of a company with which he has no direct contract, including the liability, *if any*, of the shareholders in that company for calls." And further, "that there would be nothing necessarily inconsistent with the union of the society and the company that the company should keep the assets (amongst which, of course, are the premiums accruing due upon policies) distinct from their own, and should, as agents of the society, make out of such assets all the payments to which they were liable, and which might not otherwise be provided for by the acceptance, on the part of the creditor, of a substituted policy or grant, whatever the arrangements might be as to the balance": 18 W. R. 268. "A Barrister" says that prudent policyholders might have

insisted on taking their receipts in the name of the original insurers. If this means, get the signature of the amalgamated company, this was simply impracticable; but what better receipt can they have than the receipt for the premium paid in respect of a policy of the amalgamated company?—which must be the form of a receipt if a new policy has not been granted, and from which it cannot be inferred that by taking such receipt the policyholder has abandoned the policy to which it refers. It would, of course, have been easy for either the dissolved or the amalgamating company, as the Lord Chancellor observes "to have stated the terms upon which the premium was received;" but this would not have been suitable to the tactics of either company, for in such case their arrangements would probably have been disturbed by legal proceedings. Their scheme, of course, was to let matters go on quietly, leaving the policyholders to believe that their rights were not to be disturbed. In the case of the Family Endowment Society, the name of that society was actually added to the name of the Albert Company, until several premiums had been paid to the company. Supposing then that the company had made to the policyholders of the society the proposal which they now seek to say that they accepted without knowing what it was—that is to say in so many words, that a subscribed capital of £500,000 of a society composed of wealthy men (of which £20,000 only had been paid up), whose liabilities were limited, in consequence of its having ceased to carry on business, should be given up, and in lieu of it the security of a company taken whose subscribed capital was only £500,000, a large portion of which had been paid up, with liabilities of its own and of more than twenty amalgamated companies, to meet the liabilities of which the capital probably of ten millions was originally provided—does "A Barrister" think that any man in his senses would have accepted, without any consideration, such a proposal? Yet this is the arrangement which it is sought to enforce upon the policyholders, by inference, without knowing what it was, and without having given them the option of paying the premiums on their policies, in any other way than to the amalgamating company.

Now, Sir, let us come to the new point raised by "A Barrister," which is to have the effect of releasing the shareholders of the amalgamated company from their written contract. Your correspondent says that if the arrangement is *ultra vires* it is simply void, and consequently that all arrangements founded upon it are equally void; but he does not touch the question whether the arrangement be *ultra vires* of both companies or *ultra vires* of the amalgamating company—in which case he would have to maintain that the contracting company is able to get rid of its contract by giving its contract by giving to its policyholders a piece of waste parchment in lieu of their policies. Let us however take the point as he raises it and apply the facts. The deed of settlement, he is aware, is binding not only as between the shareholders themselves, but also as between the policyholders and the shareholders, for their policies refer to it. This deed contains clauses by which, when the company is dissolved, proper arrangements are to be made for meeting its outstanding liabilities, and for receiving its assets, among which are the premiums on the policies. Moreover, the policies themselves impose an obligation on the society to provide for the receipt of the premiums payable under it when due; then, if the arrangement with the amalgamated society be *ultra vires*, the shareholders who assented to the arrangement have been parties to a breach of contract by the society of which they were members, by shutting up their office without fixing any place for premiums being received, as well as to a direct legal fraud upon their policyholders, whereby the assets which ought to have been set apart to meet their claims have been misappropriated. *After* they have done this, is the society, having broken its contract, to be allowed to turn round upon its policyholders and tell them that they have broken their contracts by not doing that which the society has not afforded them the means of doing? It is not even open to "A Barrister" to say that this is not the act of the society, for it was the duty of the society to have appointed a place for receiving premiums, which (assuming the arrangement to be *ultra vires*) it did not do. But, even if this were not so, in almost all cases the body of shareholders were parties to and sanctioned the arrangement; and, in the case of the Family Endowment Society, I believe they all did, for I am told that, out of the moneys which belonged to the policyholders, they paid compensation-moneys and received back £4 per share, which they had already paid as part of their subscribed capital. A court of equity never could allow a shareholder who had sanctioned such an arrangement to set up such a defense against the payment of a claim of a policyholder.

"A Barrister" admits that it will entail much hardship—and I think he might have added that it would be a gross violation of all legal principle—if a policyholder can be forced to exchange one security for another, without a voice in the matter. But here again he has not well considered the facts; if he had, he would have found that in most cases this is what is really attempted to be done, no option having been given to the policyholder to continue to pay his premiums to the contracting company otherwise than through the medium of the amalgamating company. He says he may, if he pleases, elect to keep his own security by refusing to accept a receipt in the name of the new company. But to whom can he give such a refusal? Not to the contracting company, which has closed its doors. He could not make it to the amalgamated company; because, as he says, the arrangement with that company, was *ultra vires*. The policyholder does, however, get a receipt for the premium; and such receipt is for the premium due on the policy granted by the contracting company. The Lord Chancellor observes, in the case of the annuitant, the receipt was given by the amalgamating company in respect of the original grant; and asks, Why should the annuitant be led to suppose in thus acting that the new company are not acting as agents for the society? And so, in the case of the policyholder, the receipt being given by the new company for a premium due on the *original contract*, why should the policyholder be led to suppose that, in thus acting, the company to whom he pays his premiums is not acting as agent for the society, to receive its assets and discharge its liabilities? The next option, says "A Barrister," the policyholder has, is to sue the company with whom he contracted in case of a refusal to accept the premiums; but the same answer applies to this as to the previous option: how is he to get such a refusal, the office of the company being closed? and how is a policyholder, being kept in ignorance of the particulars of the arrangement between the society and the company, to assume, so as to justify him in bringing an action, that the company has not authority to give a proper receipt? The Lord Justice Giffard says:—"It was not incumbent on the creditor to make inquiries as to the terms of the arrangement between the society and the company; the arrangement might well have been, and in the absence of the creditor ought to have been, that the assets of the society should remain liable under the grant. It was incumbent on those who desired that the old contract should be superseded by a new one to make proposals to that effect or take steps for that purpose, but they forbore or neglected so to do." Nothing could have been easier than for the new company to have offered such a receipt, but it did not suit its purpose to do so. Lastly "A Barrister" says that the policyholder could have obtained an injunction; but here again what are the facts? The assets of the old company had been handed over and the whole arrangement completed before the policyholder knew anything at all about the matter; what then becomes of the remedy by injunction?

In conclusion "A Barrister" remarks in a postcript that the point has, since he wrote, been decided by the Vice-Chancellor Malins. I will not venture to discuss what was decided by the Vice-Chancellor, because I have not the facts before me; but of this I am sure that he did not decide that where a receipt, given by the amalgamating company, was given in express terms for a premium due upon a policy of the contracting society, that an inference is to be drawn from the payment of the premium on such a receipt directly the reverse of what the receipt expresses, viz., that the premium is paid in respect of a new contract with the amalgamating company, and an abandonment of the original contract, which the policyholder is still allowed to retain without comment. There was also a further incident in the case before the Vice-Chancellor Malins, namely, that the policyholder had sent his policy to the amalgamating office to have the liability of that company endorsed upon it. There was, therefore, in that case a new contract by the endorsement, from which it might be inferred that the policyholder had accepted the security of the new company in lieu of the old one. There have been some endorsements made upon policies of the Family Endowment Society, but they do not state that the new security was taken in lieu of the old one. If, therefore, the subsequent receipts do not

refer to this contract as accepted in lieu of the former contract, it may reasonably be inferred that it was intended that the policyholder should have the security both of the society and of the company, and not be obliged to proceed against the contracting company, leaving that company to recoup itself by means of the indemnity given to it by the other company—an arrangement quite consistent with the amalgamating deed.

ANOTHER POLICYHOLDER IN AN AMALGAMATED COMPANY.

MR. LOVESY'S BOOK ON THE NEW BANKRUPTCY LAW.

Sir,—Our attention has been drawn to the letter of "A Solicitor" in your impression of the 19th ult., in which the writer complains of having been misled by the advertisement of Mr. Lovesy's book on the New Bankruptcy Law.

We beg to say, in explanation, that the original advertisements of the work expressly stated that it would contain, as the author intended it should, "so much of the Debtors Act, 1869, as related to bankruptcy," and that the omission of these words in subsequent notifications was an oversight and purely accidental.

To remedy the alleged defect we propose to print copies of the entire Debtors Act, of uniform size with the book, which will be supplied gratis to purchasers, and in all copies issued by us in future, this addition will appear by way of appendix.

We think we are justified in stating that three instances only (including the case of your correspondent) have come to our knowledge in which any objection to the work has been taken upon this ground. KNIGHT & CO.

90, Fleet-street, March 2.

LEGAL CONFISCATION.

Sir,—I have a still more strange and a real case, than that referred to in your article.

The history of the case is this:—A lease of 11th January, 1711, demised the lands of B. & C. for lives renewable for ever. This lease was turned into a fee farm grant on 30th April, 1852, the rent under it being £25 11s. 7d. Another portion of B. was held under a lease and fee farm grant of a different date subject to a rent of £9 14s. 11d. The two rents were vested in two distinct and separate persons.

A declaration of title was sought for these and other lands, and on the face of the statement of title (which I have seen) it is stated that these lands are held under two fee farm grants and subject to the rents, but strange to say by a declaration of title of 5th April, 1865, it is declared that the owner "is entitled to a fee-simple of the lands of B." and a fee farm rent out of the lands of C., and it makes the lands of C. subject to the two rents of £25 11s. 7d. and £9 14s. 11d., the fact being as before-mentioned that the £9 14s. 11d. was never chargeable on the lands of C. at all, that the owner of the rent had no right of any kind to the lands of C., and that the owner under the grants (of whom my client is assignee) has got the fee-simple of the lands out which the rents were payable.

The fee farm grants by which the rents are reserved contain covenants against alienation.

An action has been brought against my client, and the pleas are, that we have, in fact, got the fee-simple of the lands out of which the rents are payable under the declaration of title.

I think you will agree with me that this is as strange a case as that of a judge granting a conveyance to his son as alluded to in your article. N.

Dublin.

THE "ATROCIOUS TAXES" UNDER SECTION 2 OF COUNTY COURTS ACT, 1867.

Sir,—Your correspondent "A Metropolitan County Court Judge" very properly denounces the taxes levied under the above-quoted Act. I know of no reason why these taxes should be levied at all, but there is, I think, one thing worse than levying taxes improperly, and that is spending them improperly. The section has the effect of relieving registrars of a portion of their labours and transferring it to their clerks; but the "taxes" all (except the bailiff's share) go into the pockets of the registrars. It seems to me to be quite a curiosity of legislation to diminish a registrar's duties and to raise his salary as a compensation.

The whole system of payment by fees is inherently vicious, and the very worst part of the county court organisation. Under it we have a registrar lecturing the suitors court-day after court-day, urging them to take their proceedings under this precious section 2, which means paying extra court-fees to the registrar, and which by process of law are extorted from poor defendants. In the case alluded to by your correspondent, an exact counterpart of more than one I know of myself where the registrar gets about £100 added to his previous £700 per annum, his eight or ten clerks work overtime to earn the £100 without a farthing of remuneration.

These observations of course only apply to courts issuing over 6,000 plaints per annum, where registrars are paid by salary chiefly; but in the smaller courts, where the whole payment is by fees, something even worse goes on. Registrars are known to tout not only for the issue of process under section 2 but also for the ordinary business, because every 25 summonses beyond a certain number adds £4 to the registrar's income. Thus the registrars are directly interested in promoting litigation. The Judicature Commission ought to sweep away the whole of this system of payment of officials by fees. AN OLD HAND.

P.S. The Commission seems to be relying for information upon the superior officials of the courts in written answers to questions; would they not learn a great deal more by a *viva voce* examination of a few scores of the inferiors on the spot? I know they are only getting part of the truth at present.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 25.—The *Naturalisation Bill* was introduced by the Lord Chancellor.

Feb. 28.—The *Sunday Trading Bill* passed through committee.

March 1.—The *Sunday Trading Bill* was reported with amendments.

On the *Judges' Jurisdiction Bill* being reported,

The Lord Chancellor said it had been suggested to him that the consent of the chief judge being now required to the sitting of one of his puisne judges in another court, the letter requesting such assistance should be sent to the chief judge of the court from which assistance was required, instead of to the puisne judge. He would accordingly propose that clause 2 be modified in this sense.

The amendment was agreed to, and the report was then received.

March 3.—The *Naturalisation Bill*. The Lord Chancellor moved the second reading. He described the bill as carrying out the recommendations of the commission who lately reported.

Lord Westbury said the true principle was this. We ought not to accept a man as a subject by naturalisation unless it had been previously ascertained that the laws of his own country accorded him the necessary permission. Any agreement with regard to nationality could not be produced without a general *consensus* of European States on the subject. For that agreement we might have some time to wait, but they might depend upon it that until that consent had been obtained the result would be that any attempt to deal with the question would result in aggravating instead of diminishing the existing evils. Evil resulting from a system of double nationality was in truth an evil which they were bound as far as possible to remove, but he doubted whether the bill now under consideration would have that effect. The difficulties connected with the subject were apparent throughout the bill. In the first paragraph, for instance, they would find the system of double nationality. It was limited undoubtedly to British subjects who became naturalised in foreign countries, but we gave what might possibly prove a very large class the privilege of being restored to British nationality, and that without the consent of the country which might have adopted them, and in which they might be naturalised. What it was proposed to do was to tell these persons that they might, if they chose to make a certain declaration, be remitted to their former status, as if it had continued without interruption, with the limitation that within the State where they had been naturalised they should cease to be deemed British subjects unless they had ceased in pursuance of the

laws thereof to be the subjects of that State. But if they had chosen to go abroad and be naturalised, why should they be at liberty to drop the *status* they had acquired without the consent of the country from whom it had been obtained? Again, the 6th section enacted that an alien who obtained a certificate of naturalisation would in the United Kingdom be entitled to all political rights, powers, privileges, and so forth, with the exception that when within the limits of the foreign State of which he was a subject previous to the granting of the certificate, he should not be deemed a British subject unless he had ceased to be a subject of that State in pursuance of the laws thereof. This would leave open a very fruitful source of controversy. A certificate granted under the present system carried no powers beyond the British dominions. The *status* of a British subject which it conferred dropped from the shoulders of its possessor the moment he quitted our shores, and when abroad he had no claim to be regarded as a British subject at all. That precedent had not been followed in this bill, which, as at present framed, he feared, would give rise to complaints on the part of foreign States.

The Lord Chancellor said the suggestions made should receive every consideration. The matter had, in fact already been under consideration, and the reason why the two years' limit had been imposed was that it was thought there would be something harsh in preventing a man from returning to his original allegiance in case he felt disposed to do so within that time.

The *Sunday Trading Bill* was read a third time and passed.

The *Judges Jurisdiction Bill* was read a third time and passed.

Election of Churchwardens.—A bill by Earl Beauchamp to extend the area in small parishes from which churchwardens may be elected, was read a first time.

HOUSE OF COMMONS.

Feb. 22.—*Bribery at Beverley.*—Mr. Eykyn asked whether the William Henry Cook scheduled as a briber in the report made to the House of Commons by the commissioners to inquire into corrupt practices at Beverley, was the same person as William Henry Cook, Esq., Q.C., now one of the judges of the county court for the county of Norfolk; and, if so, whether he was not, under section 45 of 31 & 32 Vict. c. 125, rendered incapable, as being found guilty of bribery, of holding any judicial office; and, if in the judgment of the Government the statutable incapacity does not attach without further proceedings, it was the intention of the Government to institute such proceedings as might be necessary, in the present state of the law, to subject the person so scheduled to the disqualification imposed in the said Act?

Mr. Bruce said as the evidence on that subject was delivered only that morning the Government had not had an opportunity of considering the matter in order to see how far the description given in the hon. gentleman's question was accurate in its reference to Mr. Cook. But with respect to the application of the Act it appeared extremely doubtful whether the section in question had the force the hon. member supposed.

Visitation Fees.—In reply to Mr. Lopes, Mr. Bruce said the Government had not discovered any fund on which they could charge those fees which had hitherto been recoverable from the churchwardens.

Stamps on Leases.—Mr. Bourke called attention to the alteration made in the administration of the law in respect of stamps upon leases, and asked the Chancellor of the Exchequer whether the Government intended to propose any remedy for the hardships and anomalies of the existing law? He had received communications from Manchester, Birmingham, Liverpool, and other large towns, relative to the present condition of the stamp laws, and he did not think the Government, if they intended to introduce a bill on the subject, could object to his bringing forward a motion which really showed the strong necessity for amendment and consolidation. About fifteen years ago an Act was passed which contained certain clauses in regard to the stamp laws. The practice under that Act, taken in connection with other Acts, was to charge an *ad valorem* stamp, calculated in round money, on every document properly called a lease. The practice was perfectly well known and uniform, sanctioned over and over again by the authorities of Somerset-house in the most formal manner. To use the expression of the Chancellor of the Exchequer, the customary interpretation applied to these documents was that *ad valorem* stamps, and *ad valorem* stamps alone, were imposed. The authorities at Somerset-house not only applied this customary interpretation to those documents, but they formally adjudicated on the subject. In 1850 an Act was passed which enabled any one having a doubt about the proper stamp to be put on any document to bring it to Somerset-house and obtain the opinion of the Inland Revenue Board on the subject. Some years ago a lease with an *ad valorem* stamp was taken to the Board of Inland Revenue, and it was decided that that was the proper stamp to be applied to such a document; but in last December a Government notice was issued, requiring in future, in respect to documents of that nature, the additional stamp of £1 15s., besides the *ad valorem* stamp. A gentleman, who demurred to this new practice, applied to the Court of Exchequer, and that Court decided that the former customary interpretation at Somerset-house was wrong, and that the new interpretation was right. According to this decision there could be no doubt that at least 1,000,000 documents in this country were at the present moment erroneously stamped, were consequently useless for legal purposes in a court of law, and invalid for giving a good title to land. He needed not to enlarge on the dismay which that decision had caused, or on the trouble and expense which must occur if a remedy were not applied. It might be said that everyone was bound to know the law, but if ignorance there were, it was not the ignorance of the suffering public, but of the Government department. He trusted that the Government would prevent a retrospective effect being given to the decision he had referred to, and would introduce a bill providing that the documents in question now improperly stamped *ad valorem* should be considered valid for all purposes, notwithstanding they did not bear the 35s. stamp. This new tax, which was only imposed last December, was felt as a peculiar hardship in the case of leases of small property, and fell heavily on the whole of the building trade, which was at present in a greatly depressed condition.

Mr. O. Morgan was confident if the letter of the Act were looked at, the reasoning which applied to building leases would be found also to apply to mining and agricultural leases. Every lease contained a covenant, and was made for a valuable consideration, and he believed the result of the decision of the Court of Exchequer would be to invalidate every lease in the country. Who was to bear the expense of setting that right? It was very hard upon a man who bought leases fifteen years ago to find that he could not make them available unless he paid 35s. on each. There were those to whom that sum was a serious consideration, and when you came to multiply it by 50 or 60, you made it a serious matter for another class, while a million times 35s. was a very large sum indeed. He was aware that this was a two-edged argument, and that the grand total would be valuable to the Chancellor of the Exchequer, and would enable him to take a penny off the income-tax. If that could be done by fair means he should not object; but this was a case in which the Government and the Legislature were bound to take retrospective action, upon the simple ground that it was the duty of the Legislature to make these fiscal enactments plain, and not leave them to be pitfalls for the unwary. It was not right to allow an accidental slip in an Act of Parliament to be made use of by the Executive, as it might be in a country attorney's office.

Mr. Dodds had received many communications on the subject and was warranted in saying that the judgment of the Court of Exchequer was not acquiesced in by the lawyers of the country generally; there was a strong impression that, if the matter were carried to another court, another decision would be arrived at. In 1845 a decision was given in *Nicholls* v. *Cross*, which was similar to *Boulton's case*. A lease had been granted of a piece of land at a yearly rent of £8; there was a covenant to build a dwelling-house of the value of £150; the lease was stamped with the lease stamp; and the question arose whether, in consideration of the covenant, the lease was not liable to additional duty. The Court of Exchequer held that the lease was sufficiently and properly stamped, and did not require an additional stamp. This remained the law down to the passing of the Act in 1854. It would be contended, of course, that the new Act was framed in terms different

from those of the old one; but if it had been intended to make such a change as this the officials of Somerset-house would have taken care that every lease which came before them was impressed with an *ad valorem* stamp as well as a lease stamp. This Act was somewhat of a penal character, and it ought to be construed strictly in favour of the subject.

The Chancellor of the Exchequer said that about four years ago the Board of Inland Revenue discovered the mistake they had made, and from that time they had uniformly enforced this thirty-five shilling duty. He made that statement on the authority of the officials of the Board of Inland Revenue. It had been said, with considerable justice and force, that when the body appointed to collect these taxes has held, in the first instance, that only a certain sum of money is due and a certain stamp is required, and has in that way misled the public, it will be hard to interfere and go back and insist upon the proper stamps being affixed. We are bound to obey the law, and if those who are intrusted with the administration of the law misconstrue the law and mislead the public, they are most reasonably called upon to bear the injury inflicted upon them by the mistakes of their officers. Therefore as far as regards what had been done during the time the Board of Inland Revenue misunderstood the law and acted on an erroneous interpretation of it, the Government would not be disposed to enforce either the taxes or the penalty. But it seemed exceedingly difficult to pass a retrospective Act. How could they be at Somerset House enforcing the law, obliging persons to pay the duty, and deciding, as had been repeatedly done for four years, that this 35s. stamp must be affixed, and, in deference to the feelings of hon. members, remitting to other persons the very tax they have been during that time enforcing. This would be an injustice and an unfairness. He was not a Court of Appeal to review the decisions of the Court of Exchequer. But the Court itself seemed to have been satisfied. The Lord Chief Baron was reported to have said that the case was free from doubt, and Mr. Baron Martin, in commenting upon the Act of Parliament, said he should not be at all surprised if it were intended by the Legislature to aim at these very leases. As to the penalties, this being an honest mistake, it would be wrong to enforce them. But in the absence of any authority to the contrary, they must obey the law when once clearly declared, and while foregoing the penalties collect the tax from the period when it had been collected on that principle by the Board of Inland Revenue. At the same time the subject was well worthy of consideration in the future. It would be his duty to call the attention of the House in the course of this session to the whole subject of the stamp laws, and then the House might perhaps be of opinion that this duty was altogether of larger amount than ought to be levied.

Mr. Denman said the decision had taken the whole country and profession by surprise, and the solicitors were completely paralysed by it. Though the answer of the Chancellor of the Exchequer was satisfactory as regarded the future, it was most unsatisfactory as to the intermediate periods, and would leave the practice very vague and uncertain. A lease could not be given in evidence unless the Legislature made it admissible. Was a judge to accept or reject a document which, according to this decision, bore an insufficient stamp? According to law he must reject it. He would apply the test of whether people had notice that the law was to be enforced, but how could any judge decide that a particular deed was stamped with or without notice? It would be impossible for him to enter into such an inquiry; but, on the other hand, it would be most unfair to make any man suffer unless you could bring home to him a knowledge of the decision of the Commissioners four years ago. They had not received any promise from the Chancellor of the Exchequer that he would deal with the period down to the four years. (The Chancellor of the Exchequer. —"Yes, I promised to do so.") That was satisfactory so far, but he did not think the right hon. gentleman could in fairness draw a distinction between the cases before and after the four years.

The Chancellor of the Exchequer said the intention was this:—For the period during which the law and the practice of the Revenue Department have been in unison they proposed to collect the revenue just as if there had been no question at all about it—viz., the *ad valorem* duty and the 35s. stamp. They had been collecting it during the four years, and if they exempted persons who had not paid they must refund. The Bill of Indemnity should be brought in without unnecessary delay.

Mr. Lopes said the Chancellor of the Exchequer was under a misapprehension when he stated that the duty had been demanded during the last four years. He had presented a petition from a numerous body of solicitors stating that up to the time of *Boulton's case* this 35s. had in no instance been demanded.

The *Clerical Disabilities Bill* was introduced by Mr. Hibbert.

The *Revesting of Mortgages Bill.*—Mr. Dodds said it had been found desirable to alter the principal clause in this bill to such an extent as to render necessary a change in the title of the bill itself. The order for the second reading was, therefore, discharged.

March 1.—*Parliamentary Registration.*—Mr. Dodds introduced a bill.

March 2.—The *Life Assurance Companies Bill.*—Committee. Clauses 1 and 2 (title and interpretation of terms) were agreed to and progress reported.

March 3.—The *Stamp Duty on Leases Bill.*—The Chancellor of the Exchequer said that in pursuance of the pledge he gave a few days ago in reference to the statement which had been made respecting the law concerning stamps on building leases, he had instituted inquiries on the subject, and had, in consequence, been satisfied he might not do complete justice by doing that which he had previously thought would be sufficient. He had considered the case carefully, and was now convinced that the indemnity must extend to the period when the decision was pronounced by the Court of Exchequer, and the object of the present measure was so to extend it. Then it was necessary to provide for future cases. The House was aware that he was under an engagement to bring in a bill on the stamp laws, and it was necessary to bridge over the period between the introduction of that bill and the present time. He had, therefore, anticipated matters, and as that bill would contain a clause reducing the stamp duty on building leases from 35s. to 10s., he had thought it convenient to make that reduction by the present bill, instead of leaving the duty at 35s. in the interval. The measure which he now asked for leave to introduce contained two clauses, the first extending the indemnity to the time pronounced by the Court of Exchequer, and the second fixing the duty on building leases at 10s. instead of 35s.

The bill was read a first time.

PENDING MEASURES IN LEGISLATION.

A Bill to Extinguish the Estates of Mortgagees on Payment of the Mortgage Debt.

Whereas it is expedient to exonerate the owners of real property from the expense of getting a re-conveyance of a satisfied mortgage estate:

Be it enacted, &c.:—

1. When any person now or at any time after the passing of this Act, competent to give a discharge for the moneys for the time being due on any mortgage or other security, shall by some writing acknowledge or declare that the same have been paid or satisfied, then and thereupon and thenceforth the hereditaments comprised in such mortgage or other security, whether the same be of freehold, copyhold, leasehold, or other tenure, shall be held for the same estates or interests, and in the manner and right in all respects as the same would have been held had such mortgage or other security never been made.

2. *Every such writing as aforesaid shall be chargeable with the same stamp duty as would have been payable upon a re-conveyance of the mortgaged property.*

3. In the case of lands of copyhold or customary tenure such writing as aforesaid shall not operate to extinguish the estate of the satisfied mortgagee until a memorandum of the satisfaction of the mortgage debt be endorsed on the Court Rolls, and such memorandum shall be so endorsed by the steward of the manor upon production of such writing as aforesaid, and upon the signature thereto being verified by affidavit, and for endorsing the same, the lord of the manor and his steward shall be entitled to the same fees as they would have been entitled to in case the mortgage security had been transferred instead of extinguished.

4. The word person in this Act shall mean any one person or any number of persons, and any corporation aggregate or sole.

5. This Act shall not extend to Scotland.

OBITUARY.

SIR JAMES S. MENTEATH, BART.

The death of Sir James Stuart Menteath, barrister-at-law, of the Middle Temple, took place at Mansfield House, Ayrshire, N.B., on the 27th February. Sir James Menteath was born in 1792, and was therefore in his seventy-eighth year. He was the eldest son of Sir Charles Granville Stuart Menteath (who was created a baronet in 1838), by Ludivina, daughter of Thomas Loughnan, Esq., of Madeira. Sir James was educated at Rugby, and became a member of the Faculty of Advocates in 1816, in the same year that Lord Colonsay and Lord Ivory were admitted to the Scotch bar. He afterwards entered as a student of the Middle Temple, and was called to the bar by that society in May, 1834. He has been a deputy-lieutenant of Dumfriesshire since 1828, and is the author of a work on the geology of the Snowdon range. A younger brother of the deceased baronet is Mr. Charles Granville Stuart Menteath, who was also called to the bar at the Middle Temple in June, 1829. This gentleman now becomes heir-presumptive to the baronetcy, the late Sir James having left no family, and being succeeded in the title by his nephew, James Stuart Menteath, who was formerly an officer in the 17th Lancers. The deceased baronet married, in December, 1846, Jane, daughter of Sir Joseph Bailey, Bart., and succeeded his father, as second baronet, in December, 1847.

MR. A. RUNNACLES.

The death of Mr. Anthony Runnacles, solicitor, of Brighton, took place there on the 23rd of February. Mr. Runnacles was a native of Harwich, having been the eldest of the surviving sons of Mr. Harcourt Runnacles, of that place. He was certificated as a solicitor in Hilary Term, 1851, but did not begin practice at Brighton till some years afterwards. Mr. Runnacles leaves a mother, five brothers, and three sisters surviving. He was in his forty-third year at the time of his death.

MR. G. FINCH.

We have to record the death of Mr. George Finch, solicitor, of Craven-street, Strand, and of Gloucester-street, Hyde Park, who expired on the 23rd February, in his forty-second year. The late Mr. Finch was certificated as a solicitor in Easter Term, 1850, and was a member of the legal firm Fladgate, Clarke, & Finch, of Craven-street, Strand.

MR. C. J. JONES.

Mr. Charles James Jones, solicitor, of Spital-square, Norton Folgate, died on the 21st February, at the age of seventy-three years. The late Mr. Jones was certificated in Hilary Term, 1843, and since 1860 has carried on business in partnership with his son, Mr. William Lucas Jones, the firm being styled C. J. Jones & Son.

SOCIETIES AND INSTITUTIONS

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this Association, was held at the Law Institution, London, on Wednesday last, the 2nd inst. Mr. J. S. Torr in the chair.

The other directors present were, Messrs. Hedger, Park Nelson, Shaen, and Sidney Smith. Mr. Eiffe, secretary.

A sum of £100 was voted in grants of assistance to necessitous applicants, widows and daughters of deceased solicitors. Forty-one new subscribers were elected, twelve as life and twenty-nine as annual members, and other general business of the Association was tranacted.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on Tuesday, the 1st inst., Mr. Austin in the chair, the following question was discussed :— Is accord and satisfaction with a person injured a defence to an action under 9 & 10 Vict. c. 93, by his representatives after his death? The question was opened by Mr. Appleton, and after a discussion in which eight members took part, was decided in the negative by the chairman's casting vote, the votes on either side being equal. Two gentlemen were proposed as members. The number of members present was fourteen.

ARTICLED CLERKS' SOCIETY.

At a meeting of this Society held in the Hall of the Honourable Society of Clement's Inn, Clement's-inn, Strand, on Wednesday last, with Mr. E. D. Eagles in the chair; Mr. George Lewis moved, "That the laws relating to patents require amendment."

After an animated discussion the motion was carried by a majority of six.

EQUITY AND LAW LIFE ASSURANCE SOCIETY

The annual general meeting of the shareholders in this society was held at the society's house, 18, Lincoln's-inn-fields, on the 25th ult., George Lake Russell, Esq., in the chair.

Mr. T. B. Sprague (the actuary and secretary) read the advertisement convening the meeting, and the report of the directors.

The following is a copy of the report:—

The past year closes the fifth quinquennial period for which the society has existed, and the directors, in making their annual report to the proprietors, think it well to extend their review to the operations of the whole of the five years.

They have again the satisfaction of reporting that the new business of the year has exceeded that of any previous year. There have been 184 new policies issued, insuring £370,495 2s. 8d. The new premiums thereon amounted to £13,923 11s. 9d., in which however it should be stated, there is included an unusually large amount of single premiums, viz.—£3,952 11s. 11d. The amounts paid away for new re-assurances have been, in annual premiums, £573 3s. 3d., and in single premiums £1,141 14s. 10d.; so that deducting these, the net new business has been, annual premiums, £9,397 17s. 7d., and single premiums, £2,810 17s. 1d.

The total premiums of the year amount to £101,541 6s. 8d., and the interest on investments to £30,795 4s. 4d. Sundry small receipts raise the income to £134,307 16s. 11d., exclusive of £2,352 10s. received for the purchase of annuities. The outgoings of every description were £83,819 0s. 11d., and the increase of the assets in the year is therefore £52,841 6s.

In the last five years, the amount of the assets has increased from £443,966 to £736,615.

Recent events have forcibly illustrated the dangers attendant on secrecy in the conduct of insurance companies. The directors have always published full statements of the receipts and expenditure of the society, with such other particulars as seemed useful; but, being of opinion that it is the duty of every life office which claims the confidence of the public, to place its stability beyond all question, they have decided to give a still more complete exposition of the society's affairs, by bringing together the figures contained in the published accounts of the last five years. This is accordingly done in the following table, by which the progress of the society from year to year, may be traced with the greatest facility.

A glance at this table shows that the claims were last year heavier than usual. They were, indeed, nearly £4,000 in excess of the expectation; but taking into consideration the whole of the quinquennium, the claims have fallen short of the expectation by nearly £16,000. During the year 1869, there have died 26 persons, whose lives were insured under 55 policies. Of these 32, for the sum of £39,000, were on the participating scale, and the bonuses thereon were £6, 405 3s. 9d. The remaining 23 policies, insuring £18,201 3s. 1d., were on the non-participating scale of premiums. The total payments for claims amounted to £63,606 6s. 10d. reduced however to £51,901 6s. 10d. by the receipt of £11,705 from other offices under reassurance policies.

The amounts of the assets and of the total sums assured during the last five years have been as follows:—

		Assets.	Sums assured.
On 31st December,	1864.....	£443,966.....	£2,178,766
,,	1865.....	496,700.....	2,373,983
,,	1866.....	544,651.....	2,568,495
,,	1867.....	615,821.....	2,803,652
,,	1868	683,774.....	3,027,386
,,	1869.....	736,615.....	*

* Will be stated in the Bonus Report.

The amount of the funds, exclusive of reversions, having been £601,976 at the beginning of the year 1869, it will be seen that the interest received in the year is rather more than 5 per cent. on this amount.

Taking a general view of the five years, it will be seen that in addition to £127,776 10s. 9d. received as interest on investments, less income tax. there has accrued a profit of £42,574 14s. 4d. from the falling in of reversions and the sale of the Chancery-lane property. Adding these together, it may be said that the whole of the funds have been improved during the last five years at the average rate of six per cent. per annum.

In view of the preceding facts the directors cannot doubt that the results of the fifth division of profits which they anticipate will be made known in June next, will be highly satisfactory both to the proprietors and to the assured.

The directors retiring by rotation are Mr. Hughes, Mr. Bristowe, Mr. Potter, and Mr. Armstrong. The retiring auditors are Mr. Boodle for the proprietors and Mr. Bailey for the assured. All these gentlemen offer themselves for re-election.

The motion for the adoption of the report having been unanimously carried, the retiring directors and auditors were re-elected.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, March 7, class A; Tuesday, March 8, class B; Wednesday, March 9, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Friday, March 11—Lecture, 6 to 7 p.m.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Mar. 4, 1870.

(*From the Official List of the actual business transacted.*)

¾ per Cent. Consols, 92⅝	Annuities, April, '85
Ditto for Account, Mar. 9, 92⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅝	Ex Bills, £1000, — per Ct 3 p m
New 3 per Cent., 91¼ x d	Ditto, £500, Do — 3 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 240
Do. 5 per Cent., Jan. '72	Ditto for Account,
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 207½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 111¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 99½ x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80½
Stock	Caledonian	100	77
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	37½ x d
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	114
Stock	Do., A Stock*	100	115½ x d
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	65½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	125
Stock	London, Brighton, and South Coast	100	43½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	122½ x d
Stock	London and South-Western	100	90 x d
Stock	Manchester, Sheffield, and Lincoln	100	50
Stock	Metropolitan	100	80½
Stock	Midland	100	123½
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35
Stock	North London	100	120
Stock	North Staffordshire	100	60
Stock	South Devon	100	46
Stock	South-Eastern	100	75
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

Consols have been pretty steady this week at a trifling improvement. The amount of business done at the fortnightly railway settlement this week is considered small, but business has been fairly brisk in the new transactions. The principal feature in the railway market has been a sharp rise of three per cent. in Great Westerns, consequent on a dividend being declared of half per cent. higher than was anticipated. Those fortunate individuals who bought these shares a few months ago are now in a position to realise ten per cent. per share upon sale. Indian railway securities continue at what is considered a low price. Foreign securities have been rather at a discount this week. There has been a brisk demand for accommodation at the Bank rate.

The Prospectus of the Foreign and Colonial Government Trust, announcing a second issue in certificates of £100 each bearing 5 per cent. interest to be issued at £80, has been published. The object, which is now well understood, is to give to the investor of moderate means the same advantages as the large capitalist, in diminishing the risk of investing in Foreign and Colonial Government Stocks by spreading the investment over a number of different stocks, and reserving a portion of the extra interest and the amounts received in redemption as a sinking fund to pay off the original capital; and, in addition, to give to each subscriber a *pro rata* participation in the ultimate reversion in these different stocks, which will remain when the return of the original capital has by these means been accomplished. The trustees are the Right Hon. Lord Westbury, Lord Eustace Cecil, M.P., and Geo. W. Currie, G. M. W. Sandford and Philip Rose, Esqs.

It is reported that the vacancy in the Scotch bench caused by the death of Lord Barcaple will be filled by Sheriff Mackenzie.

The Town Council of Salford, near Manchester, have resolved to take steps for securing a separate commission of the peace for that borough.

Mr. John Paterson has been elected sheriff of the city of London for the present year, in succession to Sir James Vallentin, deceased.

Mr. Thomas O'Dowd, solicitor, of Dublin, and brother of Mr. James O'Dowd, assistant-solicitor to the Board of Customs in London, has announced his intention of contesting the borough of Sligo on nationalist principles. Mr. T. O'Dowd is a brother-in-law of the Right Hon. Mr. Justice Keogh.

Legal Studies at Cambridge.—The Vice-Chancellor of Cambridge University has given notice that the Chancellor's prize for the encouragement of legal studies will not be awarded this year, the examiners being of opinion that no candidate of sufficient merit has presented himself at the examination.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ANDERSON—On Feb. 28, at No. 19, Clifton-gardens, Maida-vale, the wife of James T. Anderson, Esq., barrister-at-law, of a daughter.

BRABROOK—On March 1, at Lewisham, the wife of Edward W. Brabrook, Esq., barrister-at-law, of a son.

EDMANDS—On March 1, at Sutton House, Portsdown-gardens, Maida-vale, the wife of Charles Henry Edmands, Esq., of a daughter.

JARVIS—On Feb. 26, at 30, Maida-hill west, Mrs. R. Taylor Jarvis, of a daughter.

MACNAGHTEN—On Feb, 27, at 100, Eaton-place, the wife of Edward Macnaghten, Esq., of a daughter.

WALSH—On Feb. 28, at Maisonnette, Wandsworth, Surrey, the wife of Nugent Charles Walsh, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BRADLEY—TRACEY—On March 1, at St. Dunstan's-in-the-West Henry Bradley, solicitor, Harcourt-buildings, Temple, to Alicia Howard, eldest daughter of Capt. B. W. Tracey, R.N.

SOMERVILLE—M'NEILL—On Feb. 28, at St. Alphage Church, London, James Somerville, Esq., Solicitor, Edinburgh, to Anna Margaret, daughter of the late Alexander McNeill, Esq., Advocate, Edinburgh.

TALBOT—WHITE—On Feb. 24, at the High Pavement Chapel, Nottingham, Charles Henry Talbot, Solicitor, to Elizabeth, daughter of the late George White, F.R.C.S.

DEATHS.

SNAGG—On Jan. 17, at Antigua, Adeline, the wife of Sir William Snagg, Chief Justice of British Guiana.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Feb. 25, 1870.

UNLIMITED IN CHANCERY.

Dagenham (Thames) Dock Company.—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, of 8, Walbrook. Friday, April 8, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Dagenham (Thames) Dock Company.—The Master of the Rolls has, by an order dated Feb 19, appointed Charles Fitch Kemp, of 8, Walbrook, to be official liquidator.

TUESDAY, Mar. 1, 1870.

UNLIMITED IN CHANCERY.

Western Life Assurance Society.—Vice-Chancellor James has, by an order dated Jan 22, appointed Mr. Samuel Lowell Price, of 13, Gresham-street, to be official liquidator. Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. Samuel Lowell Price, of 13, Gresham-street. Wednesday, April 13 at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Anglo-Moravian Hungarian Junction Railway Company (Limited). Petition for winding up, presented Feb 25, directed to be heard before Vice-Chancellor Stuart on March 11. Watkin, Abingdon-street, Westminster, solicitor for the petitioner.

Irrigation Company of France (Limited).—Petition for winding up, presented Feb 28, directed to be heard before Vice-Chancellor Malins on March 11. Hunt, Gray's-inn-square, solicitor for the petitioner.

Photo-Relief Printing Company (Limited).—Petition for winding up, presented Feb 24, directed to be heard before Vice-Chancellor Malins on March 11. Keighley, Ironmonger-lane, solicitor for the petitioner.

Portugese Contract Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 21, appointed Mr. James Cooper, of 3, Coleman-street-buildings, to be official liquidator.

Yorkshire Fibre Company (Limited).—Petition for winding up, presented Feb 23, directed to be heard before Vice-Chancellor James on March 12. Norvall, Barge-yard-chambers, Bucklersbury, petitioner in person.

Friendly Societies Dissolved

FRIDAY, Mar. 1, 1870.

North Cheriton Friendly Benefit Society, Bell-inn, Holton, Somerset. Feb 22.

THURSDAY, Mar. 1, 1870.

Carman's Good Intent Society, Greenman Tavern, Somerset-st, Whitechapel. Feb 24.

Customs' Officers Friendly Society, Custom House, Hull, Yorkshire. Feb 23.

Wesleyan Friendly Society, Wesleyan Chapel, St. Mary's-sq, Bury St Edmunds, Suffolk. Feb 28.

Creditors under Estates in Chancery.

FRIDAY, Feb. 25, 1870.

Last Day of Proof.

Bowen, John, Halstead, Kent, Farmer. March 28. Bowen *v* Horn, V.C. Stuart, Lydall & Sweeting, Southampton-bldgs, Chancery-lane.

Jones, Hy, Chester-sq, Esq. March 25. Jones *v* Jones, V.C. Malins. Rooper, Lincoln's-inn fields.

Macleod, Kenneth, Grispornish, Isle of Skye, Indigo Planter. July 6. V.C. James. Lattey, Gresham-house, Old Broad-st.

Moore, Jas, Frome Selwood, Somerset, Mason. April 7. Moore *v* Moore, V.C. Stuart. Rooks & Co, King-street, Cheapside.

Powell, John, Cannon-st-rd, St George's East, Gent. March 18. Hicks *v* Black, M.R. Morris & Co, Finsbury-circus.

Prangnall Charlotte Louisa, London, Canada, Widow. June 2. Cleverley *v* Cleverley, M.R. Lydall & Sweeting, Southampton-bldgs, Chancery-lane.

Rowland, Alex Wm, Hatton-garden, Manufacturing Perfumer. March 31. Rowlands *v* Bingley. V.C. Stuart. Hemsley, Albany, Piccadilly.

Whittles, Geo, Sheffield, File Manufacturer. March 11. Holdsworth *v* Whittles, V.C. James. Gole, Lime-street.

TUESDAY, Mar. 1, 1870.

Daly, Robt, Sandwell-villas, Vardon's-rd, New Wandsworth, Gent. March 25. Daly *v* Daly, V.C. Stuart. Kirby, London-wall.

Holmes, Sir Wm Hy, Stoke, Devon, Knight. March 19. Holmes *v* Holmes, V.C. Malins. Hussey, New-sq, Lincoln's-inn.

Lambert, Chas Ferneley, Boulogne-sur-Mer, France, Esq. March 29. Lambert *v* Lambert, V.C. James. Rowcliffe, Bedford-row.

Teague, Adam Black, Private 2nd Batt. 21st Reg. March 24. Mann *v* Suter, V.C. Stuart. Drew, Raymond-bldgs, Gray's-inn.

Wayne, Watkin, Tymawr, Glamorgan, Ironmaster. March 28. Morgan *v* Morgan, M.R. Morgan, Aberdare.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 25, 1870.

Bruges, Sarah Taylor, Semington, Wilts, Spinster. March 1. Clark & Collins, Trowbridge.

Carmichael, Alex, Covent-garden, Gent. March 25. Waltons & Co, Great Winchester-st.

Chester, Harriot, Melbourne-pl, Acre-lane, Brixton, Spinster. April 5. Chester, Newington-butts.

Davis, Benj, Rockingham-st, Newington-causeway, Butler. April 1. Chester, Newington-butts.

Dean, Lucy, Thrapston, Northampton, Widow. March 31. Archbould & Hawkins, Thrapston.

Fryer, Mary Jane, Bishopwearmouth, Durham, Spinster. March 25. Ellis, Sunderland.

Hamilton, Wm Hy, Clifton, Bristol, Esq. April 15. Watson, Lincoln's inn-fields.

Hardman, John, Bristol, Stained Glass Manufacturer. March 31. Palmer & Co, Birm.

Horrowell, John Ellson, ship Glenarchy, Glasgow. March 24. Taylor & Co, Great James-st, Bedford-row.

Hicks, Job, Chedworth, Gloucester, Farmer. July 22. Stiles, Northleach.

Holesworth, Francis, Cottingham, Yorks, Farmer. April 1. Roberts & Leak, Hull.

Hunter, Thos, Stockton, Durham, Innkeeper. May 1. Parrington, Stockton-on-Tees.

Latham, Thos, Watford, Herts, Hatter. April 5. Pugh, Watford.

Lowther, Kezia, Bathurst-villa, Devonshire-rd, Wandsworth-rd, Widow. March 20. Tatham & Proctor, Lincoln's-inn-fields.

Mosyer, Mary, St Mary Cray, Kent, Widow. March 25. Browning, Austin-friars.

Righton, Richd, Birm. March 24. France & Helsham, Charterhouse-sq.

Sammons, Thos, Fletchamstead Hall, Warwick, Farmer, March 31. Minster & Son, Coventry.

Saunders, Sarah, Wantage, Berks, Widow. March 25. Saunders Ludgate-st.

Skinner, John Hy Stansfeld, Hertfordbury, Herts, Esq. April 23. Marshall, King's-rd, Bedford-row,

Smith, Thos, jun, Sheffield, Attorney-at-Law. April 13. Burdekin & Smith, Sheffield.

Taylor, Eliz, Great Cornard, Suffolk, Widow. March 25. Ransom, Sudbury.

Thelwall, John Salusbury, Lymington, Hants, Gent. March 31. Walker & Co, Southampton-st, Bloomsbury.

Till, Wm Thos, Lime-st, Tobacco Broker. March 23. Kiss & Son, Fenct, Fenchurch-st.

Tilley, Wm Joshua, Westwood, Upper Sydenham, Esq. May 1. Clutton & Haines, Serjeants'-inn, Fleet-st.

TUESDAY, March 1, 1870.

Allen, Rev Humphrey, Yew Trees, Hereford. April 9. Humfrys & Son, Hereford.

Borroughes, Thos Cooke, Botesdale, Suffolk, Gent. April 2. Heffill & Salmon, Diss.

Clewett, Felix, Ealing, Esq. May 25. King & McMillan, Bloomsbury-sq.

Cox, Hannah Clayton, Sussex-ter, Camden-town, Widow. April 1. Trail, Hare-ct, Temple.

Errington, Thos, Carlisle, Currier. April 1. Bendle, Carlisle.

Finch, Cuthbert, Porchester-ter, Bayswater, Surgeon. April 26. Cutler & Turner, Bedford-sq.

Gough, Saml, Wem, Salop, Gent. April 5. Brooke, Nantwich.

Greaves, Joseph, Aston Park, Birm, Gent. March 31. Beale & Co. Birm.

Harrison, Wm, Diss, Norfolk, Furniture Manufacturer. April 16. Heffil & Salmon, Diss.

Hunt, James, Ore House, Sussex, Esq. April 15. Young, Hastings.

Last, Edward, East Malling, Kent, Major-General. May 1. Taylor & Co, Great James-st, Bedford-row.

Oates, John, Saint Just, Cornwall, Yeoman. March 24. Trythall, Penzance.

Parfitt, John, Jermyn-st, St James's, Tailor. May 1. Grain & Winter, Cambridge.

Patterson, Eliz, St Thomas-sq, Hackney. March 30. Richards, Clapton-sq, Clapton.

Pearce, John, Wouldham, Kent, Farmer. May 31. Pearce, Rectory-pl, Woolwich.

Rowland, Wm, Water Eaton, Oxford, Farmer. April 1. Hazel, Oxford

Salmon, Eliza, Park-sq West, Regent's-park, Widow. March 18. Stead & Co, Romsey.

Sanders, John Naish, Clifton, Bristol, Esq. April 16. Fry, Bristol.

Smith, Robt Edwin, Hyde-vale, Blackheath, Gent. May 25. Smith & Co. Bread-st.

Stevens, Very Rev Rob, Rochester, Kent. April 1. Essell & Co, Rochester.

Tennant. Geo, Southport, Lancashire, Gent. March 10. Ashton, Wigan.

Thompson, Charlotte Margaret, Clifton, Bristol, Widow. March 30. Brittan, Bristol.

Uglow, Abel, Bournemouth, Hants, Watchmaker. April 14. Payne. Bournemouth.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 25, 1870.

Gostick, Jesse, Camden-rd, Camden-town. Dec 14. Comp. Reg Feb 28.

TUESDAY, March 1, 1870.

Munden, Joseph, Arthur-st West, Hemp Merchant. Dec 30. Asst. Reg Feb 28.

Bankrupts.

FRIDAY, Feb. 25, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Miles, Wm Brown, Monkwell-st, Agent. Pet Feb 21. Hazlitt. March 11 at 12.

Newth, John Adrian, Grange-rd, Bermondsey, Tailor. Pet Feb 24. Hazlitt. March 12 at 11.

Rigden, John Hadley, Scholastica-ter, London-rd, Clapton, Builder. Pet Feb 24. Roche. March 12 at 12.

Wieland, John Fredk, Mariborough-hill, St John's-wood. Pet Feb 24. Hazlitt. March 9 at 11.

To Surrender in the Country.

Allday, Hy, Rothwell Haigh, Yorks, Builder. Pet Feb 21. Marshall. Leeds, March 15 at 11.

Alwen, John Norrish, Cudham, Kent, Miller. Pet Feb 15. Rowland. Croydon, March 8 at 1.

Atkinson, Benj, Leeds, Innkeeper. Pet Feb 22. Marshall. Leeds, March 8 at 11.
Bowden, John, & Saml Waldron, Plymouth, Devon, Corn Merchants. Pet Feb 23. Pearce. East Stonehouse, March 8 at 11.
Brearley, John Pimlott, Dorking, Surrey, Licensed Victualler. Pet Feb 21. Rowland. Croydon, March 8 at 2.
Donisthorpe, Joseph, Bedale, Yorks, Watchmaker. Pet Feb 19. Jefferson. Northallerton, March 8 at 11.
Elliot, Jas Pallett, Tamworth, Warwick, Hosier, Pet Feb 23. Guest. Birm, March 11 at 10.
Gale, Edwin, & Joseph Hopkinson Gale, Batley, Yorks, Woollen Manufacturers. Pet Feb 24. Nelson. Dewsbury, March 17 at 3.
Hambly, Jas A., Denton, Kent, Builder. Pet Feb 23. Acworth. Rochester, March 9 at 10.
James, Wm, Helston, Cornwall, Grocer. Pet Feb 23. Chilcott. Truro, March 12 at 3.
Maunder, Edwin, Heasley Mill, North Molton, Devon, Wool Dealer. Pet Feb 21. Bencroft. Barnstaple, March 11 at 1.
Mitchell, Jas, Elland, Yorks, Joiner. Pet Feb 23. Rankin. Halifax, March 11 at 10.
Pass, John, Jarrow Bridge, Lancashire, Innkeeper. Pet Feb 21. Holden. Bolton, March 9 at 11.
Price, John, St Leonards-on-Sea, Sussex, Fishmonger. Pet Feb 22. Young. Hastings, March 9 at 11.
Quinet, Chas Geo Reynell, Milton-next-Gravesend, Kent, Florist. Pet Feb 22. Acworth. Rochester, March 8 at 11.
Symons, Wm Vogwell, Honicknowle, Devon, Cow Keeper. Pet Feb 23. Pearce. East Stonehouse, March 8 at 11.
Thomas, Wm, Penclawdd, Glamorgan, Builder. Pet Feb 18 (not 8 as in last Gazette). Morris. Swansea, March 9 at 2.
Tripp, Powell Saml, Manch, Smallware Agent. Pet Feb 23. Kay. Manch, March 9 at 1.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Hall, Thos Bird, Lpool, Merchant. Pet Nov 29. Lpool, April 20 at 12. Hindle, Lpool.
Hayhurst, Stephen, Prisoner for Debt, Lancaster. Adj Dec 16. Fardell. Manch, March 8 at 11.

TUESDAY, March 1, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Barnett, Wm Sproat, Charlotte-ter, Brook-green, Hammersmith, Travelling Draper. Pet Feb 25. Spring-Rice. March 17 at 11.30.
Hendy, Jas, Pearyn, Cornwall, Manure Merchant, Pet Feb 28. Pepys. March 15 at 11.

To Surrender in the Country.

Cartledge, Wm, Matlock Bank, Derby, Hotel Keeper. Pet Feb 18. Weller. Derby, March 15 at 12.
Colliver, Geo Veale, Addiscombe, Surrey, Carpenter. Pet Feb 25. Rowland. Croydon, March 22 at 10.
Drake, John, Brightlingsea, Essex, Grocer. Pet Feb 23. Barnes. Colchester, March 14 at 10.
Leng, Joseph Watson, Kingston-upon-Hull, Bookseller. Pet Feb 25. Phillips. Kingston-upon-Hull, March 21 at 12.
McKerrow, Andrew, Southampton, Draper. Pet Feb 21. Thorndike. Southampton, March 8 at 12.
Nield, Chas, Charlesworth, Derby, Hat Manufacturer. Pet Feb 25. Hall. Ashton-under-Lyne, March 16 at 11.
Rosendal, Fredk Christian, Gloucester, Shipbroker. Pet Feb 24. Wilton. Gloucester, March 15 at 12.
Tyler, Joseph John, Worcester, Baker. Pet Feb 25. Crisp. Worcester, March 15 at 11.
Wild, John, California, Derby, Elastic Web Manufacturer. Pet Feb 24. Weller. Derby, March 16 at 12.

BANKRUPTCIES ANNULLED.

TUESDAY, March 1, 1870.

Clarke, Edwd, Manch, Beerhouse Keeper. Feb 25.
Lazarus, David, Lpool, Music Hall Proprietor. Jan 29.